

| | | | |
|--------------------------|-----------------------------------|------------------------|---------------------------|
| SERFF Tracking Number: | PRTB-125731967 | State: | Arkansas |
| Filing Company: | Lyndon Property Insurance Company | State Tracking Number: | EFT \$50 |
| Company Tracking Number: | | | |
| TOI: | 33.0 Other Lines of Business | Sub-TOI: | 33.0004 Service Contracts |
| Product Name: | XR-PS 2008 | | |
| Project Name/Number: | XR-PS 2008/XR-PS 2008 | | |

Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: XR-PS 2008

SERFF Tr Num: PRTB-125731967 State: Arkansas

TOI: 33.0 Other Lines of Business

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 33.0004 Service Contracts

Co Tr Num:

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Author: Angela Prater

Disposition Date: 08/05/2008

Date Submitted: 07/22/2008

Disposition Status: Approved

Effective Date Requested (New): 07/22/2008

Effective Date (New): 08/05/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: XR-PS 2008

Status of Filing in Domicile: Not Filed

Project Number: XR-PS 2008

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/05/2008

State Status Changed: 07/28/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the captioned for your review and approval. This vehicle service contract program is a replacement of a program currently approved/filed with your Department. The forms being replaced are as follows:

XtraRide and XtraRide Plus Service Contract: MCY-1420 8/06

XtraRide V-Twin Service Contract: MCY-1422 8/06

The XtraRide VSC product is a service contract that is sold to retail customers in power sports dealers and provides

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 Project Name/Number: XR-PS 2008/XR-PS 2008

coverage for On-Road Motorcycles, Off-Road Motorcycles, ATV's/UTV's, Snowmobiles, Sport Boats and Personal Watercraft. The XtraRide program has two levels of coverage: XtraRide Component Coverage and the XtraRide Chopper & Custom V-Twin Component Coverage. These coverage levels offer component-based coverage within the Chopper & Custom V-Twin program, and the XtraRide Component Coverage is an exclusionary coverage program. The XtraRide programs also offer ancillary benefits to include roadside assistance, towing and rental reimbursement and trip interruption coverage for On-Road motorcycles as well as an optional tire & wheel protection program.

Any logo, address and telephone number that appears on these forms may be subject to change.

Company and Contact

Filing Contact Information

Angela Prater, Angela.Prater@protective.com
 14755 N. Outer Forty (800) 950-6060 [Phone]
 St. Louis, MO 63017 (636) 536-5990[FAX]

Filing Company Information

Lyndon Property Insurance Company CoCode: 35769 State of Domicile: Missouri
 14755 N. Outer Forty Road Group Code: 458 Company Type:
 Suite 400
 St. Louis, MO 63017 Group Name: State ID Number:
 (800) 950-6060 ext. [Phone] FEIN Number: 43-1139865

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-----------------------------------|---------|----------------|---------------|
| Lyndon Property Insurance Company | \$50.00 | 07/22/2008 | 21532508 |

| | | | |
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| Product Name: | XR-PS 2008 | | |
| Project Name/Number: | XR-PS 2008/XR-PS 2008 | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Alexa Grissom | 08/05/2008 | 08/05/2008 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|-------------------|---------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending | Alexa Grissom | 07/28/2008 | 07/28/2008 | Angela Prater | 07/30/2008 | 07/30/2008 |
| Industry Response | | | | | | |

| | | | |
|---------------------------------|--|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i> | <i>PRTB-125731967</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Lyndon Property Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | | | |
| <i>TOI:</i> | <i>33.0 Other Lines of Business</i> | <i>Sub-TOI:</i> | <i>33.0004 Service Contracts</i> |
| <i>Product Name:</i> | <i>XR-PS 2008</i> | | |
| <i>Project Name/Number:</i> | <i>XR-PS 2008/XR-PS 2008</i> | | |

Disposition

Disposition Date: 08/05/2008

Effective Date (New): 08/05/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

| | | | |
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| TOI: | 33.0 Other Lines of Business | Sub-TOI: | 33.0004 Service Contracts |
| Product Name: | XR-PS 2008 | | |
| Project Name/Number: | XR-PS 2008/XR-PS 2008 | | |

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Form (revised) | XtraRide Service Contract | Approved | Yes |
| Form | XtraRide Service Contract | Approved | Yes |

SERFF Tracking Number: *PRTB-125731967* *State:* *Arkansas*
Filing Company: *Lyndon Property Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number:
TOI: *33.0 Other Lines of Business* *Sub-TOI:* *33.0004 Service Contracts*
Product Name: *XR-PS 2008*
Project Name/Number: *XR-PS 2008/XR-PS 2008*

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07/28/2008

Submitted Date 07/28/2008

Respond By Date

Dear Angela Prater,

This will acknowledge receipt of the captioned filing. Binding Arbitration is prohibited by Bulletin No. 19-89.
Arbitration must be voluntary and non-binding.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 07/30/2008

Submitted Date 07/30/2008

Dear Alexa Grissom,

Comments:

Thank you for your time and consideration given to this filing. The following is being submitted in response to your objection letter dated July 28, 2008.

Response 1

Comments: Please find the attached revised service contract. We have added to the Arkansas state provision that arbitration is voluntary and non-binding.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

| | | | |
|--------------------------|-----------------------------------|------------------------|---------------------------|
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| Form Name | Form Number | Edition Date | Form Type | Action | Action Specific Data | Readability Score | Attach Document |
|---------------------------|-------------|--------------|-----------|----------|----------------------|-------------------|-------------------------------------|
| XtraRide Service Contract | MCY-PL-VT | 9/08 | Other | Replaced | | 0 | XRPS.MC Y-PL- VT.0908.p df |
| Previous Version | | | | | | | |
| XtraRide Service Contract | MCY-PL-VT | 9/08 | Other | Replaced | | 0 | XRPS.MC Y-PL- VT.0908.p df |

SERFF Tracking Number: *PRTB-125731967* *State:* *Arkansas*
Filing Company: *Lyndon Property Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number:
TOI: *33.0 Other Lines of Business* *Sub-TOI:* *33.0004 Service Contracts*
Product Name: *XR-PS 2008*
Project Name/Number: *XR-PS 2008/XR-PS 2008*

No Rate/Rule Schedule items changed.

Your continued review of this filing and notice of acceptability will be very much appreciated. If you have any additional questions or require any further documentation please do not hesitate to contact me.

Sincerely,
Angela Prater

| | | | |
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| Product Name: | XR-PS 2008 | | |
| Project Name/Number: | XR-PS 2008/XR-PS 2008 | | |

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type | Action | Action Specific Data | Readability | Attachment |
|---------------|---------------------------|-----------|--------------|-----------|----------|--|-------------|-------------------------|
| Approved | XtraRide Service Contract | MCY-PL-VT | 9/08 | Other | Replaced | Replaced Form #:0.00 MCY-1420 8/06 & MCY-1422 8/06 Previous Filing #: | | XRPS.MCY-PL-VT.0908.pdf |



VEHICLE SERVICE CONTRACT REGISTRATION PAGE

CONTRACT NO. **XP61**

| | | | |
|--------------------------|--|------------|----|
| Purchaser Last Name | | First Name | MI |
| Purchaser Address | | | |
| City, State, Zip Code | | | |
| Purchaser E-mail Address | | | |
| Purchaser Phone Number | Effective Date of Service Contract 12:01a.m. | | |
| Dealer | | | |
| Dealer Address | | | |
| City, State, Zip Code | | | |
| Dealer Account Number | | | |
| Dealer Phone Number | | | |

VEHICLE INFORMATION

| | | | | | |
|------|------|------------|-------|--------------------------------|-----------------------------|
| Year | Make | Model Name | CC/HP | Vehicle Identification Number: | Mileage (on effective date) |
| | | | | | |

ORIGINAL IN-SERVICE DATE : _____ FACTORY WARRANTY TERM (Months and Miles) : _____

| | | | | |
|----------------------|------|------|-------|--------------|
| TRAILER INFORMATION: | Year | Make | Model | Serial No. # |
| | | | | |

XTRARIDE COVERAGE INFORMATION

| | | | | |
|--|------------------------------------|-------------------------------------|--|---|
| NEW <input type="checkbox"/> | PRE-OWNED <input type="checkbox"/> | XTRARIDE <input type="checkbox"/> | CHOPPER & CUSTOM V-TWIN <input type="checkbox"/> | VEHICLE PURCHASE PRICE \$ |
| ON-ROAD MOTORCYCLE <input type="checkbox"/> | ATV <input type="checkbox"/> | PWC <input type="checkbox"/> | MOPED <input type="checkbox"/> | TRIKE <input type="checkbox"/> |
| OFF-ROAD MOTORCYCLE <input type="checkbox"/> | UTV <input type="checkbox"/> | SPORT BOAT <input type="checkbox"/> | SNOWMOBILE <input type="checkbox"/> | |
| | | | | ABS Brake Surcharge <input type="checkbox"/> Yes |
| | | | | Extended Eligibility Surcharge <input type="checkbox"/> Yes |

OPTIONAL PLAN BENEFITS

| | | |
|---|--|--|
| TOURING PACKAGE <input type="checkbox"/> Yes (On-Road Motorcycle ONLY.) | *Tire & Wheel Protection Program <input type="checkbox"/> Yes (On-Road Motorcycle ONLY. MUST MATCH SERVICE CONTRACT TERM) | TRAILER PACKAGE <input type="checkbox"/> Yes |
| *TIRE & WHEEL PROGRAM IS NOT AVAILABLE IN THE DISTRICT OF COLUMBIA, HAWAII, KANSAS, KENTUCKY, MICHIGAN, OHIO, PENNSYLVANIA AND SOUTH DAKOTA . | | |

SERVICE CONTRACT TERMS

| | | | |
|--------------------------------------|---------------------|------------------|------------------|
| SERVICE CONTRACT TERM (Months) _____ | DEDUCTIBLE \$ _____ | RATE CLASS _____ | CLASS CODE _____ |
|--------------------------------------|---------------------|------------------|------------------|

TOTAL CONTRACT SALES PRICE: \$

| | | | | | |
|------------|--------------|---------|------|-------|----------|
| Lienholder | Phone Number | Address | City | State | Zip Code |
| | | | | | |

This completed Registration Page, together with Your Service Contract Coverage Booklet constitutes Your complete Service Contract. Please retain this Registration Page as evidence of purchase of this Service Contract. THE EFFECTIVE DATE OF THE SERVICE CONTRACT FOR "NEW" VEHICLES IS THE ORIGINAL "IN-SERVICE" DATE OF THE DESCRIBED VEHICLE. New Mechanical Breakdown coverage starts when the manufacturer's warranty expires, Pre-owned Mechanical Breakdown coverage begins on this Service Contract sale date.

This Service Contract is not a warranty and does not guarantee the utility or performance of the Vehicle. Purchase of this Service Contract is not required to purchase, lease or obtain financing for the Vehicle. If this Agreement has been financed, the above lienholder may be entitled to any refunds resulting from cancellation. If You do not receive your coverage booklet within sixty (60) days, please phone the Administrator at 1-800-909-7636.

IMPORTANT NOTICE TO THE DEALER: The Dealer's signature on this Service Contract signifies that: 1) this Vehicle qualifies for the Service Contract; 2) the Dealer has reviewed the Service Contract with the purchaser; 3) Dealer has delivered a copy of this Registration Page to the purchaser; 4) (Pre-owned only) This Service Contract was accepted for a Vehicle sold by the Dealer on the Service Contract sale date.

The Administrator (as defined under Definitions) is not a party to a guaranteed price refund offered or made by the Dealer who sold You this Service Contract or by a third party in connection with this Service Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Replacement of Covered Part(s) will be made with parts of like kind or quality ie: new, remanufactured, or serviceable used parts when available to complete a covered repair.

If You cancel this Service Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

THIS SERVICE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

The Administrators obligations under this Agreement are backed by:

Lyndon Property Insurance Company, 14755 N. Outer Forty Rd., Ste. 400, St. Louis MO 63017. Toll-free 1-800-950-6060.

In New York: Old Republic Insurance Company, Service Contract Holder Services: 14755 N. Outer Forty Rd., Ste. 400, St. Louis MO 63017. Toll-free 1-800-950-6060.

PURCHASER'S SIGNATURE

SALE DATE

AUTHORIZED DEALER SIGNATURE

SALE DATE

Administered by: Protective Administrative Services, Inc. In California and New York, Administered by Western Diversified Services, Inc. (California Provider License Number 0482124) In Florida and Oklahoma, Administered by The Advantage Warranty Corporation (Florida Certificate of Authority number 60071).

Administrative Office: 601 Carlson Parkway, Suite 990, Minnetonka, Minnesota 55305-5218 Toll Free 1-800-909-7636

Service Contract Administrator:
Protective Administrative Services, Inc.

In Florida & Oklahoma The Advantage Warranty Corporation (Florida License #60071)

In California and New York Western Diversified Services, Inc.

(In California, provider license # 0482124)

In Washington Protective Administrative Services, Inc.

(Administrator and Service Provider) 601 Carlson Parkway, Suite 990,
Minnetonka, Minnesota, 55305-5218. (800)-328-8690.

We look forward to serving Your Service Contract needs and if You have any questions do not hesitate to contact Us at 800-909-7636 or 800-909-7598 for claims.

For Emergency Roadside Assistance, please call 888-726-7551

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INTRODUCTION

Congratulations...

on the purchase of Your new or previously-owned Vehicle and on selecting our Service Contract to give You peace of mind and security in the event of a Mechanical Breakdown.

This Coverage Booklet, together with Your completed Registration Page, constitutes Your complete Service Contract.

This Service Contract is for Your benefit only and covers only Your Vehicle, as set forth on the Registration Page which is a part of this Service Contract. Please refer to the "Transfer Rights" section for information regarding transfer of this Service Contract upon sale of Your Vehicle to another private party.

DEFINITIONS

The following definitions apply to words frequently used in this Service Contract:

Administrator: refers to **Protective Administrative Services, Inc.** In **California and New York**, Administrator refers to **Western Diversified Services, Inc.** (California Provider License Number 0482124). In **Florida and Oklahoma**, Administrator refers to **The Advantage Warranty Corporation** (Florida Certificate of Authority number 60071). The administrative office address is **601 Carlson Parkway-Suite 990, Minnetonka, Minnesota 55305-5218**, and its toll free telephone number is: **1-800-909-7636**. In Washington Administrator also means **Service Provider**.

Coverage: Means the protection You have selected, as shown on the **Vehicle Service Contract Registration Page**.

Coverage Booklet: Means this booklet which outlines the terms and conditions of this Service Contract Coverage.

Covered Part(s): For **Chopper & Custom V-Twin**, means the individual part(s) specifically listed under Component Coverage sections for the Chopper & Custom V-Twin plan of Coverage selected on the **Vehicle Service Contract Registration Page**. For **XtraRide**, means all components except those listed under Exclusions for the Coverage selected on the **Vehicle Service Contract Registration Page**.

Dealer: refers to the Dealer named in the Registration Page, from whom You purchased this Service Contract.

Deductible: Means the amount You are required to pay, per repair visit, as shown on the **Vehicle Service Contract Registration Page** for covered Mechanical Breakdowns.

Mechanical Breakdown: is defined as the failure of a Covered Part(s) due solely to defects in materials or faulty workmanship of the Covered Part(s) as supplied by the manufacturer, which occur under normal use. Mechanical Breakdown does not include the reduction in operating performance due to wear and tear, or damage to otherwise Covered Part(s) due to the failure of non-covered parts.

Original In-Service Date: Means the date Your Vehicle was originally put into service.

Reasonable Cost: Means the repair cost that is recognized locally and/or nationally for a covered repair. We will use nationally recognized printed or electronically published parts and labor guides to establish repair cost. Replacement of Covered Part(s) will be made with parts of like kind or quality ie: new, **remanufactured**, or serviceable used parts when available to complete a covered repair. If the covered repair is not authorized by Us, We then reserve the right to reduce the repair reimbursement to Reasonable Cost or **deny the claim in its entirety**.

Registration Page - Means the numbered document which is part of this Service Contract. It lists information regarding You, Your Vehicle, Coverage selected and other vital information.

Service Contract: refers to this Service Contract which You purchased from Us to protect Your Vehicle per plan selected for Coverage as shown on the Registration Page **AND** this coverage booklet.

Vehicle Purchase Price: Means the amount You paid for Your Vehicle.

We, Us or Our: refers to the Administrator who is the entity that is obligated under the terms and conditions of this Service Contract. In Maine, We, Us, and Our refers to the Dealer listed on the **Vehicle Service Contract Registration Page**, who is the entity that is obligated under the terms and conditions of this Service Contract. In Washington We, Us, Our also means Service Provider.

You, Your: refers to this Service Contract purchaser's name that is listed under **Purchaser** information in the **Vehicle Service Contract Registration Page** or the person whom this Service Contract was properly transferred.

Vehicle: Means a motorcycle, Moped/Scooter, Trike, ATV, UTV, snowmobile, personal watercraft or sport boat and is described by: year, make, model and vehicle identification number and is stated on the Registration Page.

YOUR SERVICE CONTRACT OBLIGATIONS

The following represents the coverages, benefits, cancellations, obtaining service and exclusions of Your Service Contract.

1. **Maintain Your Vehicle in a serviceable condition**, as described in the owner's manual, etc.
2. **When a failure occurs take immediate actions to protect Your Vehicle from further damage.**
3. **Pay to the repairing facility the Deductible as shown in the Registration Page for each repair or replacement and all parts and services not covered by this Service Contract.**

GENERAL PROVISIONS

The Administrator will reimburse You for Reasonable Costs to repair or replace any of the Covered Part(s) listed in this Service Contract, if required, due to the failure of a Covered Part(s) as a result of manufacturing defects in materials or faulty workmanship, which occur under normal use. Replacement of Covered Part(s) will be made with parts of like kind or quality ie: new, remanufactured, or serviceable used parts when available to complete a covered repair.

This Service Contract is between You and Us and provides Coverage for the term shown on the Registration Page.

1. **SERVICE CONTRACT PERIOD:** Coverage under this Service Contract begins and will expire according to the selected term of this Service Contract as shown on the Registration Page.
 - a) For a new Vehicle the Service Contract, term is measured from the **Original In-Service Date**.
 - b) For a pre-owned Vehicle Service Contract, term is measured from this Service Contract sale date.
 2. **FAILURE OF COVERED PARTS:** We will pay or reimburse You for Reasonable Costs to repair or replace any Mechanical Breakdown of a part included in Your Coverage. Replacement of Covered Part(s) will be made with parts of like kind or quality ie: new, **remanufactured**, or serviceable used parts when available to complete a covered repair.
 3. **TERRITORY:** The Coverage applies only to Mechanical Breakdowns while Your Vehicle is used within the boundaries of the 48 contiguous states of the United States, Alaska, Hawaii, and Canada.
 4. **LIMIT OF LIABILITY:** The maximum reimbursable amount per claim should a Mechanical Breakdown occur to a Covered Part(s) will be the lesser of: The total cost of repairs; or the replacement value of the Covered Part(s); or the cash value or the average retail value of Your Vehicle as determined by the current N.A.D.A Motorcycle/Snowmobile/ATV/Personal Watercraft Appraisal Guide less the Deductible. The total of all Coverages and benefits paid or payable under this Service Contract shall not exceed the price You paid for Your Vehicle.
 5. **SERVICE CONTRACT RENEWAL:** Service Contracts may be renewed for continuous one (1) year terms at the then prevailing renewal rate. The request for renewal must be made at least thirty (30) days but no earlier than one hundred twenty (120) days prior to the expiration of this Service Contract to qualify for renewal of this Service Contract. Your Vehicle must meet the then current underwriting criteria relating to Your Vehicle and Coverage eligibility. Contact Administrator for details, including rates and inspection requirements.
 6. **OUR RIGHT TO RECOVERY:** If We pay anything under this Service Contract and You have a right to recover from another party, Your rights will become Our rights up to the amount We paid. You will do whatever is necessary to enable Us to enforce these rights.
 7. **TRANSFER RIGHTS:** This Service Contract is for the benefit of the original Service Contract purchaser and is transferable subject to a transfer fee and inspection providing:
 - a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
 - b) Service Contract is being transferred to a subsequent private purchaser of Your Vehicle. (Transfer rights are voided when Vehicle is either traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of vehicles.)
- You must submit the following:**
- a) Transfer application (Contact Administrator to obtain application).
 - b) Bill of sale showing sale date.
 - c) Fifty dollar (\$50.00) Transfer fee made payable to the Administrator within thirty

(30) days of the transfer of Your Vehicle ownership.

- d) A copy of a complete mechanical inspection performed on Your Vehicle.
8. **MAINTENANCE REQUIREMENTS:** You must maintain Your Vehicle according to the manufacturer's recommendation as outlined in the owner's manual. **NOTE:** Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your conditions. You must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in Your Vehicle. It is necessary for You to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the Administrator.
9. **ARBITRATION:** It is understood and agreed that the transaction evidenced by this Service Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Service Contract or the sale thereof, including for recovery of any claim under this Service Contract and including the applicability of this arbitration clause and the validity of this Service Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by the Administrator; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You, the Administrator or any agent of the Administrator have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and the Administrator consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against the Administrator. Only a court, and not arbitrators, can determine the validity of this class action waiver.
- a. If You dispute Our determination to deny You benefits under this Service Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
- b. The arbitration shall take place within 60 days of written notice of intent to arbitrate in a location near Your residence.
- c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- f. The agreement to arbitrate will survive the termination of this Service Contract.

IF THIS SERVICE CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

XTRARIDE COMPONENT COVERAGE

XtraRide Component Coverage: Any Mechanical Breakdown of Your Vehicle less the Deductible, except for those items listed within the "EXCLUSIONS" provision of this Service Contract.

CHOPPER & CUSTOM V-TWIN COMPONENT COVERAGE

Engine: All internally lubricated parts contained within the engine, to include: pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; camshaft and bearings; valves; valve springs, guides and seats; reeds and reed blocks; rotary valve; and oil pump. Engine mounts. Timing chain, timing gears, and timing belt. Water pump and impeller shaft. Valve covers. Intake and exhaust manifolds. **Factory installed turbocharger parts limited to: turbine vanes; shafts; bearings; bushings; and waste gate. THE TURBOCHARGER HOUSING, OR THE WASTE GATE ACTUATOR, OR THE CYLINDER HEAD(S), OR THE ENGINE BLOCK/CRANKCASE, OR THE CYLINDER BARRELS ONLY IF DAMAGED AS A RESULT OF THE FAILURE OF AN INTERNALLY LUBRICATED COVERED ENGINE COMPONENT.**

Transmission: All internally lubricated parts contained within the transmission case, to include: all gears; bearing; internal drive gears; internal selector mechanism, and transmission mounts. **TRANSMISSION CASE IF DAMAGE AS A RESULT OF THE FAILURE OF AN INTERNALLY LUBRICATED COVERED TRANSMISSION COMPONENT. (CLUTCH ASSEMBLY AND CABLES ARE EXCLUDED)**

Electrical: Alternator/generator; voltage regulator; starter; starter solenoid; stator; rectifiers; rotors; magneto; manually operated switches; electronic ignition control module; coil(s); wiring harness; and cooling fan motor.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. **(LIGHT BULBS ARE EXCLUDED)**

Fuel System: Fuel delivery pump; electronic fuel injection control module and its sensors; fuel injectors and fuel injection metering system; petcock; fuel lines and fittings **(METAL ONLY)**; diaphragms; springs; valves and actuating lever.

Stereo: Factory installed sound system (speakers excluded)

OPTIONAL PLAN SURCHARGES (Must be purchased at time of delivery)

ABS Brakes: Wheel speed sensors, ABS control module, hydraulic modulator and accumulator. (Coverage applies **ONLY** if surcharge applied at time of sale)

OPTIONAL PLAN BENEFITS (Must be purchased at time of delivery)

TOURING PACKAGE: (On-Road Motorcycle Only.) If You did not select this optional plan benefit on the Registration Page, this Coverage does not apply to Your Service Contract. Coverage limited to the components listed herein.

Intercom/CB Radio: Headset; transmitter; receiver; microphone; splitter; cables; jacks and console pod.

Sidecare Hardware: Brake rotor; caliper; hub; spindle; wheel bearings; suspension; mounting hardware; latches and hinges.

Travel Trunks and Saddle Bags: Travel trunks; latches; hinges; saddle bags; mounting hardware.

Faring Hardware: Latches; hinges; brackets; covers; switches; covers and mounting hardware.

Emergency Roadside Assistance Upgrades Included With Touring Package:

The following Emergency Roadside Assistance benefits represent the total of all Service Contract benefits and are not considered an addition to the standard benefits listed within the "Additional Plan Benefits" section of this Service Contract. (No deductible applies to the Emergency Roadside Assistance benefits.)

Towing Assistance -(Sign & drive coverage)

Call Toll Free 1-888-726-7551 FOR TOWING ASSISTANCE ONLY.

When towing is necessary due to a Mechanical Breakdown, Your Vehicle will be towed to any location requested by You. The Administrator agrees to reimburse You for Towing Assistance up to two-hundred dollars (\$200.00) per occurrence.

Rental Reimbursement: (On-Road motorcycles only) (reimbursable coverage)

Should Your Vehicle become inoperable and have to remain overnight for repair at the Dealership, the Administrator agrees, in the event of a Mechanical Breakdown, to reimburse You for rental transportation. Such expense shall be limited to seventy-five dollars (\$75.00) per day and not to exceed four-hundred fifty dollars (\$450.00) per occurrence (except where prohibited by law.)

Travel Expenses: (On-Road motorcycles only) (reimbursable coverage)

You will receive reimbursement from Administrator up to one-hundred fifty dollars (\$150.00) per day for a maximum of three (3) days and/or four-hundred fifty dollars (\$450.00) for expenses for meals (restaurants only) and/or lodging (hotels/motels only) incurred provided: (1) You cannot utilize Your Vehicle due to a Mechanical Breakdown covered under this Service Contract, and are more than one hundred (100) miles from home; and (2) meals and/or lodging are required because of the Mechanical Breakdown, as defined, causes a delay en route. The date of the Mechanical Breakdown shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the Mechanical Breakdown and the time when repairs are completed, or by the end of the third calendar day subsequent to the Mechanical Breakdown if the repairs are not completed, whichever occurs first.

OPTIONAL TIRE & WHEEL PROTECTION PROGRAM

(Coverage term must match the Service Contract term) (reimbursable coverage)

On-Road Motorcycle Only. No deductible applies to the Tire & Wheel Protection Program.) Call 1-800-909-7636 for claims.

The following represents the term, coverage, benefits, exclusions and claim procedure of Your Optional Tire & Wheel Protection Program in accordance with the Coverage selected by You on the Registration Page.

(If You did not select this optional program and pay the appropriate fee, the following benefits do not apply to Your Service Contract.)

Authorization required prior to any repairs being performed.

COVERAGE PERIOD:

The term of this Service Contract is continuous from the date of sale for a period of time as indicated on the Registration Page.

Pre-Owned Tire & Wheel Coverage: Program Coverage for pre-owned Vehicles will begin on the 31st day from the date of this Service Contract sale date.

COVERAGES AND LIMITATION OF LIABILITY:

Road hazard is defined as a condition on a highway or roadway which should not exist, such as potholes, rocks, nails, metal parts, wood debris, plastic, glass and other objects, or any item causing tire and/or wheel damage other than normal wear and tear and collision.

FLAT TIRES: You will be reimbursed for the charges incurred to repair a flat tire caused by a road hazard while operating the covered Vehicle on public streets and in a legal manner.

TIRE REPLACEMENT: You will be reimbursed for the costs incurred to replace a tire, if a tire covered by this Service Contract becomes unrepairable due to a road hazard such as a cut, snag, bruise, impact (not collision), tear or puncture. This Coverage is valid through the tread life of a tire (down to 3/32"). Tire replacement will be done with a tire of like kind, quality and cost to the original tire. The replacement cost shall be determined using industry retail replacement costs. If You choose to upgrade the replacement, the increase in cost will be Your responsibility. Tire inspection may be required to validate claim approval. Fraudulent claims will be prosecuted to the fullest extent of the law. The Administrator will not use remanufactured or used replacement parts. If replacement tire is upgraded beyond OEM standards or exceeds "like, kind and quality" replacement value, We reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire. The aggregate tire replacement benefit for the is limited to a maximum of four (4) occurrences during the term of this Service Contract.

Tires replaced on Your Vehicle due to a covered claim or non-covered claim under this Service Contract will be covered for any remaining term of this Service Contract.

WHEELS (RIMS): You will be reimbursed for the repair or replacement of wheels rendered unserviceable due to the road hazard failure of a wheel covered under this Service Contract. Wheel inspection may be required for claim approval. The Administrator will not use remanufactured or used replacement parts. If replacement wheel is upgraded beyond OEM standards or exceeds "like, kind and quality" replacement value, We reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel. The aggregate wheel benefit is limited to a maximum of four (4) occurrences during the term of this Service Contract.

MOUNTING AND BALANCING: You will be reimbursed for the cost of mounting, balancing and valve stems for any tire replaced under this Service Contract.

TAXES: You will be reimbursed for the cost of local and state taxes, as directed by state agencies.

TIRE & WHEEL PROTECTION EXCLUSIONS:

This Service Contract does not cover the following:

- a) damage incurred outside the United States or Canada,
- b) damage resulting from off-road use, racing, collision with curb or another vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site or unpaved road use, ATV's, dirt bikes or any related off road use, malicious mischief, vandalism, fire, theft, chain damage, manufacturer defects, driving on tires which are improperly inflated,
- c) tires and/or wheels which are oversized, or otherwise not recommended by the manufacturer,
- d) tires and/or wheels transferred from another vehicle,
- e) tires and/or wheels when the tires have less than 3/32 inch tread depth

- remaining,
- f) damage to tires and/or wheels that do not affect their performance or safety,
- g) damage to tires in either the side wall or tread area due to dry rot,
- h) replacement covered by a warranty issued by the manufacturer,
- i) Any tire and wheel damage, which is covered by the Your insurance coverage or a vehicle service contract,
- j) Any consequential loss or damage whatsoever, including lost, damage, or injury to person or property resulting from the failure of any of the parts of Your Vehicle described herein, the replacement of which are covered under the terms of this Service Contract.
- k) motorcycle storage charges

TIRE & WHEEL CLAIM REIMBURSEMENT PROCEDURES:

In the event of a claim, You must contact the Administrator immediately and in no event more than thirty (30) days from the date of loss at the toll free number listed below.

Contact the Administrator at 1-800-909-7636 Monday through Friday, 8:00 am – 5:00 PM CST to obtain a claim tracking number for tire/wheel repair/replacement prior to tire/wheel service and/or replacement. In the event a tire/wheel repair must be made after hours, follow phone instructions prior to repair.

Tire & Wheel Reimbursement Procedure:

- 1) Call 1-800-909-7636 for a claim tracking number prior to tire/wheel service and/or replacement.
- 2) Pay for tire/wheel repair/replacement at the Dealer or retailer.
- 3) Secure a "Paid" invoice with Dealer/retailer pre-printed name, address and phone number. The invoice must include Your Vehicle VIN number, serial number, tread depth reading, tire size, brand and location (front or rear) of the damaged tire, a detailed description of the damage and the tracking number obtained from the Administrator.
- 4) Mail the invoice to Administrator's address. All claims must be submitted within thirty (30) days of repair.

The Administrator retains the right to inspect any tire/wheel prior to paying any claim benefit. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit available for reimbursement.

SERVICE CONTRACT RESPONSIBILITIES:

Proper tire care is necessary to obtain the maximum mileage and wear from a tire. It is Your obligation to see that Your tire/wheel assemblies are kept in balance and that Your tires are operated at the proper inflation pressures. Tires should be checked monthly for proper pressure; signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demands replacement for the safety of the Vehicles occupants/operator. Replaced tires are covered for time remaining on the Service Contract.

OPTIONAL TRAILER PACKAGE:

(If You did not select this optional plan benefit on the Registration Page, this Coverage does not apply to Your Service Contract.)

- a) Brake components: master cylinder/calipers, hydraulic brake actuator, and backing plate.
- b) Frame components: axle(s), brackets, couplers, hubs, roller cradles, spring hangers, welds, winch stand, and suspension springs.

ADDITIONAL PLAN BENEFITS (No deductible applies)

Pick-up and Delivery: (reimbursable coverage) Pick-up and delivery charges up to fifty dollars (\$50.00) will be reimbursed when a Mechanical Breakdown by a Covered Part(s) disables Your Vehicle. Reimbursable pick-ups and delivery must be made by a licensed pick-up company or a licensed repair facility.

Rental Reimbursement: (On-Road motorcycles only) (reimbursable coverage) Should Your Vehicle become inoperable and have to remain overnight for repair at the dealership, the Administrator agrees, in the event of a Mechanical Breakdown of a Covered Part(s), to reimburse You for rental transportation. Such expense shall be limited to thirty dollars (\$30.00) per day and not to exceed one hundred twenty dollar (\$120.00) per occurrence (except where prohibited by law.)

Travel Expenses: (On-Road motorcycles only) (reimbursable coverage) You will receive reimbursement from the Administrator up to seventy five dollars (\$75.00) per day for a maximum of three (3) days for expenses for meals (**restaurants only**) and/or lodging (**hotels/motels only**) incurred provided: (1) You cannot utilize Your Vehicle due to a Mechanical Breakdown covered under this Service Contract, and are more than one hundred (100) miles from home; and (2) meals and/or lodging are required because of the Mechanical Breakdown, as defined, causes a delay en route. The date of the Mechanical Breakdown shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the Mechanical Breakdown and the time when repairs are completed, or by the end of the third calendar day subsequent to the Mechanical Breakdown if the repairs are not completed, whichever occurs first.

Emergency Roadside Assistance: (On-Road motorcycle only) (sign & drive coverage)

For Emergency Roadside Assistance up to sixty-five (\$65.00) per occurrence call toll free 1-888-726-7551.

- a) **Towing Assistance** - When towing is necessary due to a Mechanical Breakdown, Your Vehicle will be towed to any location requested by You.
- b) **Battery Service/Jump Start** - If battery failure occurs, a jump-start will be applied to start Your Vehicle.
- c) **Flat Tire Assistance** - Service consists of inflation and/or repair of a flat tire at the disablement site, when possible, or provides for towing assistance to the nearest service facility when necessary.
- d) **Gasoline, Oil, Fluid & Water Delivery Service** - Provides for the delivery of fuel or other fluid needed at the disablement site, when You have an immediate need. **You must pay for the gasoline or other fluid when delivered.**
- e) **Lock-Out Assistance** - This service will provide for assistance in gaining entry to Your Vehicle's compartments.

Emergency Roadside Assistance Exclusions:

- a) **Cost of parts, replacement keys, fluids, lubricants or cost of gasoline, cost of installation of products, material, and additional labor relating to towing. Any service covered under a valid manufacturer's warranty.**
- b) **Non-emergency mounting or removing of any tires, snow tires, or chains. Any and all taxes or fines. Damage or disablement due to collision, fire or vandalism.**
- c) **Towing from or repair work performed at a service station, garage or repair shop. Service on Your Vehicle that is not in a safe condition to be towed. Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider, except as noted below; vehicle storage charges; a second tow. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction. Towing at the direction of a law enforcement**

office relation to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.

- d) Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of Your Vehicle in the commission of a felony.
- e) Repeated service calls for Your Vehicle in need of routine maintenance or repair. Only one disablement for the same cause during any seven-day period will be accepted.
- f) Reimbursement for services secured through any other source.

OBTAINING SERVICE CONTRACT COVERAGE

- 1) Prevent Further Damage: You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Service Contract will not cover damage caused by not securing a timely repair of the failed part.
- 2) If Your Vehicle has a Mechanical Breakdown, return to the Dealer during normal service department hours. If this is not possible, take Your Vehicle to the licensed repair facility of Your choice.
- 3) You are required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the Mechanical Breakdown is not covered by this Service Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed.
- 4) Instruct the repair facility that they must obtain an authorization number from the Administrator, at 1-800-909-7598, prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
- 5) After the Administrator has been contacted, review with the repair facility what will be covered by this Service Contract.
- 6) We will reimburse the repair facility or You for the cost of the work performed on Your Vehicle that is covered by this Service Contract which has been previously authorized. All repair orders and necessary documentation must be submitted to the Administrator within thirty (30) days to qualify for payment.
- 7) You assume all liability for payment of unauthorized repairs and for tear down on non-covered parts or repairs.

CANCELLATION OF YOUR SERVICE CONTRACT

- 1) You may cancel this Service Contract by notifying the Dealer. A cancellation form will be required.
- 2) We may cancel this Service Contract for non-payment of the Service Contract total sales price, or for intentional misrepresentation in obtaining this Service Contract or in submitting a claim.
- 3) If Your Vehicle and this Service Contract has been financed, the lienholder may cancel this Service Contract for non-payment, or if Your Vehicle has been declared a total loss or has been repossessed.
- 4) If this Service Contract is canceled within the first sixty (60) days if Vehicle was purchased new or thirty (30) days if Vehicle was purchased pre-owned and no claim has been filed, the entire Service Contract total sales price paid will be refunded. After sixty (60) days for new or thirty (30) days for pre-owned, or if a claim has been filed, an amount of the unearned Service Contract total sales price will be refunded according to the pro-rata method reflecting the days in force based on the term of Service Contract and the date when Coverage began.
A fifty dollar (\$50.00) service charge will be deducted from all refunds for cancellations made by You after sixty (60) days for new and thirty (30) days for pre-owned Service Contracts.

EXCLUSIONS

- A) Repairs or replacements that did not have prior authorization by the Administrator.
- B) Any Mechanical Breakdown or failure of components still under the manufacturer's warranty, regardless of whether the manufacturer is still in business. Mechanical Breakdown of parts subject to recall for repair and/or replacement by the manufacturer or the repair to any part covered by the Federal Emission Warranty, or a repairer's warranty.
- C) Repairs to seized or damaged engines due to continued operation without sufficient oil or coolant. You are responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operation Your Vehicle. Breakdowns caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services or a Mechanical Breakdown caused by continued operation in an overheated condition.
- D) Damage caused by pre-ignition, detonation, pinging, improper/contaminated fuel or improper engine adjustments. ABS Brakes, wheel speed sensors, ABS control module, hydraulic modulator and accumulator. (Coverage applies ONLY if ABS surcharge applied at time of sale). Seals and Gaskets: Seals and gaskets on Covered Part(s) are covered on new vehicles and only if defective. Pre-Owned seal and gasket coverage on Covered Part(s) applies only to pre-owned On-Road motorcycles.
- E) Replacement of maintenance items such as, but not limited to; spark plugs, ignition points, PCV valves, filters, banjo and union fittings, brake drums, warped brake rotors, brake pads or shoes, bleed valves, clutch parts to include pressure plates, friction plates and springs, pilot bushing, throw out bearing, rounded clutch cogs, ears and/or engagement steps, bent shift forks, and grease fittings. Thermostats, belts, exhaust and emission components, exhaust pipe system, emission control module. Carburetor mounting boots, carburetor, needle and seats, floats and/or float arms. Hoses, light bulbs, lubricants, tune-ups, adjustments, alignments, wheel balancing, wheels/rims, and tires. (Tires, wheels or rims are ONLY covered if the optional tire & wheel program is purchased), shock absorbers, compression dampening housing and external dampening/valving calibrator, overnight air and/or overnight freight charges. (Ground freight charges for a covered Mechanical Breakdown will be considered with a paid invoice) shop supplies, hazardous waste disposal, environmental fees, core charges and other maintenance services and parts, even when used in conjunction with the replacement of a Covered Part(s).
- F) Batteries, body and trim items, including but not limited to: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, glass, windshields, fairings, hoods, belly pans, bumpers, sheet metal, sealed beams, headlight and/or tail light assemblies. Clutch, throttle, choke, brake and compression release cables. Clutch, brake and throttle levers/blocks, shift levers, foot pegs, kick stands, manual kick starters and/or recoil assemblies. Track, slides, bogie, wheels, springs, skis, wear rods, spindles/saddles, Impeller's, wear rings, engine couplers, drive belts and/or drive chain(s).
- G) Noises including rattles, squeaks and wind noises.
- H) Water leaks, weather strips and repairs needed as a result of rust or corrosion.
- I) Repairs to parts of Your Vehicle not specifically indicated under the Chopper & Custom V-Twin Component Coverage section of this Service Contract.
- J) Liability in excess of the actual cash value of the specified parts and of the labor for repair or replacement thereof.
- K) Damage caused by loss of oil, lubricant or coolant regardless of the cause.
- L) Mechanical Breakdown due to hauling trailers without manufacturer's recommended trailer towing equipment or hauling trailers in excess of rated capacity of Your Vehicle or failure to follow the manufacturer's operator's manual.
- M) Mechanical Breakdown as a result of racing, competition driving, sustained high

speed use, acceleration trials, wide open throttle operation, high speed acceleration or shifting of transmission gears at high engine rpm resulting in bent shift forks.

- N) The following commercial use vehicles will not be covered. Such exclusions will include, but not be limited to, vehicles used for livery or hire; snow plowing; police, fire or emergency; pool vehicles or vehicles which regularly have multiple drivers, farm, ranch or agricultural use and vehicles with non-standard equipment installed specifically to facilitate commercial use.
- O) Mechanical Breakdown of parts substituted for standard or optional equipment not factory installed and not intended by the vehicle manufacturer to be used in/on Your Vehicle, including but not limited to: exhaust headers, big bore cylinder kits, performance cylinder heads, cam shafts and/or valves and oversized tires etc.
- P) Mechanical Breakdown caused by engine sludge or corrosion, rust, residue or corrosion in the radiator or heater core. Radiator, radiator cap, coolant overflow reservoir. Damage due to carbon build up on cylinders, cylinder heads or valves. Repairs to correct loss of compression or oil consumption due to burnt, carboned or worn pistons, rings or tuliped, dished, burnt or bent exhaust or intake valves.
- Q) Mechanical Breakdown of any parts covered in this Service Contract if any hi-performance, competition or other non-standard equipment has been installed in Your Vehicle or if any engine parts as supplied by the vehicle manufacturer have been disconnected or altered to increase performance.
- R) Loss of time, expense, storage charges, loss of use of Your Vehicle, loss of profits, income or other consequential damages, including loss or damage or injury to persons or property resulting from failure of any of the above listed parts of Your Vehicle.
- S) Damage to a Covered Part(s) resulting from a Mechanical Breakdown of a non-covered part(s). Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists.
- T) Mechanical Breakdown caused by ruptured or damaged rubber boots including but not limited to: swing arm boots, lever cushions and CV axle boots etc.
- U) Repair or replacement of a Covered Part(s) to correct conditions that may reasonably be assumed to have existed at the inception date of the Coverage provided by this Service Contract. A component or part which has not failed due to a Mechanical Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade Your Vehicle.
- V) Malfunctions resulting from collision, vandalism, neglect, excessive abuse, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, war, hail, water, water contamination, flood, freezing, malicious mischief, riot, civil commotion or labor difficulties.
- W) The total cost (labor and parts) of a repair/replacement of a Covered Part(s) in excess of the actual cash value of Your Vehicle at the time of the repair or Mechanical Breakdown.
- X) Any Mechanical Breakdown occurring outside of the United States of America or Canada.
- Y) Any Mechanical Breakdown not reported to the Administrator prior to the expiration of Your Service Contract.

INSURANCE COMPANY

Our obligations as pertains to this Service Contract, are backed by Lyndon Property Insurance Company, a Protective company. If any valid claim is not paid within sixty (60) days, after proof of loss has been filed with Us, You may contact Lyndon Property Insurance Company directly at 14755 N. Outer Forty Rd., Ste. 400, St. Louis, MO 63017, Toll Free 800-950-6060. In New York Our obligations under this Service Contract are backed by Old Republic Insurance Company (Insurance Company), administrative address 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If a covered claim is not paid, You may file a claim directly with the Insurance Company.

SPECIAL STATE REQUIREMENTS

The following Special State Requirements apply if this Service Contract was purchased in one of the following states:

ALABAMA

The following is added to the **VEHICLE SERVICE CONTRACT DECLARATION PAGE**, the term Reasonable Cost in the DEFINITIONS provision, the first paragraph and item #2. Failure of Covered Part(s), under the COVERAGE SECTION provision:

Replacement of Covered Part(s) may also be made with non-original manufacturer's parts.

The following is added to the OBTAINING SERVICE CONTRACT COVERAGE provision:

Only in the event of an emergency situation essential to public health, safety or welfare, and the Administrator cannot be reached, proceed with repairs. But, payment will be made in accordance with this Service Contract.

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If We cancel this Service Contract, We will mail a notice of cancellation to Your last known address at least five (5) days prior to the effective date of cancellation. The notice will state the reason and effective date of cancellation. Prior notice of cancellation is not required if this Service Contract is canceled for nonpayment of this Service Contract total sales price or material misrepresentation by You relating to Your Vehicle.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to the Dealer.

The last paragraph of the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

If You cancel this Service Contract after sixty (60) days for new and thirty (30) days for pre-owned, a twenty-five dollar (\$25) service charge will be deducted from the refund. A service charge will not apply if We cancel this Service Contract.

ALASKA

The last paragraph of the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

A fifty dollar (\$50.00) service charge, or seven and one half percent (7.5%) of the unearned premium, whichever is less, will be deducted from all refunds for cancellations made by You after sixty (60) days for new and thirty (30) days for pre-owned Service Contracts.

The following is added to the CANCELLATION OF YOUR SERVICE CONTRACT provision:

Your refund will be returned within thirty (30) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

ARIZONA

The following is added to the **VEHICLE SERVICE CONTRACT REGISTRATION PAGE**, the term Reasonable Cost in the DEFINITIONS provision, the first paragraph and item #2. Failure of Covered Part(s) under the GENERAL PROVISIONS provision:

If We use replacement parts of like kind and quality, any such parts will be covered under the terms and conditions of this Service Contract for the remaining term.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced with the following:

We may cancel this Service Contract for non payment of this Service Contract total sales price or for Your intentional misrepresentation in obtaining this Service Contract or in submitting a claim.

The following language is added to items L, M, and O of the EXCLUSIONS provision:

The act or failure to act must occur after this Service Contract effective date or was caused by You.

Under the EXCLUSIONS provision, item Q, is deleted and replaced with the following:

Mechanical Breakdown of any parts covered in this Service Contract if any hi-performance, competition or other non standard equipment has been installed in Your Vehicle, by You or with Your knowledge, or if any engine parts as supplied by the vehicle manufacturer have been disconnected or altered, by You or with Your knowledge, to increase performance.

Under the EXCLUSIONS provision, item U, is deleted in its entirety.

ARKANSAS

The followings language is added to the DEFINITIONS provision:

Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

Exemplary Damages are those awarded in addition to actual damages.

The following is added to item #6. Our Right To Recovery, under GENERAL PROVISIONS:

We shall recover only the excess after You are fully compensated for Your loss.

Under GENERAL PROVISIONS, item #9. Arbitration is amended to state that arbitration is voluntary and nonbinding.

The CANCELLATION OF YOUR SERVICE CONTRACT provision, item #4 is amended by adding:

A ten percent (10%) penalty per month shall be added to any refund that is not paid within forty-five (45) days of the return of this Service Contract.

CALIFORNIA

Under the EXCLUSIONS provision, item U, is deleted and replaced with the following:

Repair or replacement of a Covered Part(s) to correct conditions that may reasonably be assumed to have existed at the inception date of the Coverage provided by this Service Contract. A component or part which has not failed due to a Mechanical Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle.

The CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

1. **You may cancel this Service Contract at any time by contacting the Dealer in writing.** If this Service Contract is canceled within the first sixty (60) days for new, and thirty (30) days if Vehicle was purchased pre-owned, and no claims have been filed, We will refund the entire Service Contract total sales price. If this Service Contract is canceled after the first sixty (60) days for new, and thirty (30) days if Vehicle was purchased pre-owned, or a claim has been filed, We will refund an amount of this Service Contract total sales price according to the pro rata method reflecting the days in force based on the term of this Service Contract and the date when Coverage began, less a service charge of twenty-five dollars (\$25.00) or ten percent (10%) of this Service Contract total sales price, whichever is less.
2. We may cancel this Service Contract within the first sixty (60) days under the following conditions:
 - a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Service Contract was sold by the Dealer.
 - b. We will refund the entire Service Contract total sales price within thirty (30) days from the date of cancellation. However, if We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro rata refund reflecting the days in force based on the term of this Service Contract and the date when coverage began, less the amount of any claims paid prior to cancellation.
 - c. This Service Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
 - d. The notice states the specific grounds for the cancellation.
3. We may, at any time, cancel this Service Contract for nonpayment by You, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to You.
 - b. If this Service Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Service Contract total sales price. If this Service Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of this Service Contract charge according to the pro rata method reflecting the days in force based on the term of this Service Contract and the date when Coverage began, less service charge of twenty-five dollars (\$25.00) or ten percent (10%) of this Service Contract total sales price, whichever is less.
 - c. The refund is paid within thirty (30) days of the date of cancellation.
 - d. This Service Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
 - e. The notice states the specific grounds for the cancellation.
4. We may at any time cancel this Service Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to You.
 - b. A pro rata refund reflecting the days in force based on the term of this Service Contract and the date when Coverage began is paid within thirty (30) days of the date of cancellation.
 - c. The notice states the specific nature of the misrepresentation.
5. If We cancel this Service Contract, We are liable for any claim reported to a person designated in this Service Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this **Service Contract**. You are deemed to have reported a claim if You have completed the first step required under this Service Contract for reporting a claim.
6. If We are canceling this Service Contract pursuant to subdivision 3, 4, or 5 and We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro rata refund reflecting the days in force based on the term of this Service Contract and the date when Coverage began, less the amount of any claims paid prior to cancellation rather than a full refund.

The INSURANCE COMPANY provision is deleted and replaced with the following:

Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Service Contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is: **Lyndon Property Insurance Company, 14755 N. Outer Forty Rd., Ste. 400, St. Louis, Missouri 63017.** If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357.

COLORADO

The INSURANCE COMPANY provision is amended by adding the following:

The policy number is A55CO905-0708.

CONNECTICUT

The following is added to item #1. Service Contract Period under GENERAL PROVISIONS:

If this Service Contract term is less than twelve (12) months, the term will be automatically extended for the period during which the Your Vehicle is in the custody of a service center for repair.

The following is added to item #1. under the CANCELLATION OF YOUR SERVICE CONTRACT provision:

You may cancel this Service Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

The following is added to this Service Contract:

Section 42-221 of the Connecticut General Statutes requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:

Used vehicles with a sale price of \$3,000, but less than \$5,000:

Provides Coverage for 30 days or 1,500 miles, whichever comes first.

Used vehicles with a sale price of \$5,000 or more:

Provides Coverage for 60 days or 3,000 miles, whichever comes first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Service Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Service Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty period has expired. You have been charged separately only for this Service Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in this Service Contract apply only to this Service Contract and are not the terms of the required Dealer warranty.

DISTRICT OF COLUMBIA

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in the District of Columbia.

FLORIDA

If applicable, The Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchase in conjunction with the purchase of this Service Contract.

The following language is not applicable in Florida and is deleted in its entirety:

The Administrator (as defined under Definitions) is not a party to a guaranteed price refund offered or made by the Dealer who sold You this Service Contract or by a third party in connection with this Service Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of Administrator.

In Florida We, Us and Our refers to The Advantage Warranty Corporation (Certificate of Authority number 60071), PO Box 770 Deerfield, IL 60015-0770.

Item #7. Transfer Rights, under GENERAL PROVISIONS is amended by revising the transfer fee to forty dollars (\$40).

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced with the following:

We may cancel this Service Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel for one or more of the following reasons:

- a. Material misrepresentation or fraud at the time of sale of this Service Contract;
- b. You have failed to maintain Your Vehicle as prescribed by the manufacturer; or
- c. For nonpayment of this Service Contract total sales price by You, in which case the We shall provide You notice of cancellation by certified mail.

If We cancel, one hundred percent (100%) of the unearned pro rata Service Contract total sales price will be refunded reflecting the days in force based on the term of Service Contract and the date when Coverage began.

In the CANCELLATION OF YOUR SERVICE CONTRACT, item #4 is deleted and replaced with the following:

If this Service Contract is canceled by You within the first sixty (60) days and no claim has been filed, one hundred percent (100%) of the gross Service Contract total sales price paid will be refunded. If You cancel after sixty (60) days or if a claim has been filed, a pro rata refund reflecting the days in force based on the term of Service Contract and the date when Coverage began will be made. Refunds after sixty (60) days will be calculated less ten percent (10%) of the unearned Service Contract total sales price not to exceed fifty dollars (\$50.00).

GEORGIA

This Service Contract is between You and Protective Administrative Services, Inc.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced with the following:

This Service Contract is non-cancellable by Us except for fraud, material misrepresentation, or failure to pay the Service Contract total sales price. If We cancel this Service Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of premium written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #4 is deleted and replaced by the following:

If this Service Contract is canceled within the first sixty (60) days if Vehicle was purchased new or thirty (30) days if Vehicle was purchased pre-owned and no claim has been filed, the entire Service Contract total sales price paid will be refunded. After sixty (60) days for new or thirty (30) days for pre-owned, or if a claim has been filed, an amount of the unearned Service Contract total sales price will be refunded according to ninety percent (90%) of the pro-rata method reflecting the days in force based on the term of Service Contract and the date when

Coverage began. If We cancel this Service Contract You will receive one hundred percent (100%) of the pro-rata refund.

Under the EXCLUSIONS provision, item P, is amended by deleting reference to engine sludge.

Under the EXCLUSIONS provision, item Q, is deleted and replaced with the following:
Mechanical Breakdown of any parts covered in this Service Contract if any hi-performance, competition or other non standard equipment has been installed in Your Vehicle, by You or with Your knowledge, or if any engine parts as supplied by the vehicle manufacturer have been disconnected or altered, by You or with Your knowledge, to increase performance.

Under the EXCLUSIONS provision, Item U, is deleted and replaced with the following:
Repair or replacement of a Covered Part(s) to correct conditions known to You that may reasonably be assumed to have existed at the inception date of the Coverage provided by this Service Contract.

HAWAII

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Hawaii.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced by the following:

We, at least five (5) days prior to cancellation, shall mail to You at the last known address, a written notice of cancellation that states the effective date of the cancellation. Prior notice of cancellation is not required if cancellation is for any of the following reasons:

- a) nonpayment of this Service Contract total sales price;
- b) a material misrepresentation by You to Us; or
- c) a substantial breach of duties by You under this Service Contract relating to Your Vehicle.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

IDAHO

The following is added to this Service Contract:

Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

The last sentence under the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

A service charge of the lesser of ten percent (10%) of this Service Contract total sales price or fifty dollars (\$50.00) will be deducted from all refunds after sixty (60) days for new vehicles and thirty (30) days for pre-owned vehicles.

INDIANA

The following disclosure is added to this Service Contract:

Your proof of payment to the Dealer or to Us for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations

to You, provided such insurance was in effect at the time You purchased this Service Contract.

IOWA

MOTORCYCLES/ATV SERVICE CONTRACTS ONLY

The following is added to this Service Contract:

For Iowa residents only, if You have any questions regarding this Service Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, IA 50319.

The following is added to Item #1, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If You cancel this Service Contract, We will mail You a written notice of termination within fifteen (15) days of the termination.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within thirty (30) days after the return of this Service Contract to Us.

KANSAS

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Kansas.

The Emergency Roadside Assistance Upgrades Program under the ADDITIONAL PLAN BENEFITS provision is not available in Kansas.

KENTUCKY

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Kentucky.

The following coverages are not available in Kentucky and are deleted from **Emergency Roadside Assistance** under the ADDITIONAL PLAN BENEFITS provision:

- b) Battery Service/Jump Start
- c) Flat Tire Assistance
- d) Gasoline, Oil, Fluid & Water Delivery Service
- e) Lock-Out Assistance

The following is added to item a) **Towing Assistance** in the **Emergency Roadside Assistance** section under the ADDITIONAL PLAN BENEFITS provision:

Towing is only available if the benefit is directly related to the Mechanical Breakdown.

LOUISIANA

Item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision is amended by deleting the last sentence and replacing it with the following:

A service charge of twenty-five dollars (\$25) or ten percent (10%) of this Service Contract total sales price, whichever is less, will be deducted from all refunds after sixty (60) days for new and thirty (30) days for Pre-owned.

MARYLAND

The CANCELLATION OF YOUR SERVICE CONTRACT provision is amended by adding the following:

A ten percent (10%) penalty will be added to any refund that is not paid or credited within forty-five (45) days.

MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS SERVICE CONTRACT.

Under OPTIONAL TIRE & WHEEL PROTECTION PROGRAM, the following language is added: Tire & Wheel Protection Program does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

Item #7. Transfer Rights, under GENERAL PROVISIONS is amended by deleting the fifty dollar (\$50.00) transfer fee. A transfer fee will not be charged in Massachusetts.

Item #2. under the CANCELLATION OF YOUR SERVICE CONTRACT provision is amended by adding the following:

Provide a copy of this Service Contract to the Dealer and /or this Service Contract number if possible.

The CANCELLATION OF YOUR SERVICE CONTRACT provision is amended by deleting the fifty dollar (\$50.00) service charge. A service charge will not be charged in Massachusetts.

Item K, under the EXCLUSIONS provision, is deleted and replaced with the following:

Damage caused by loss of oil, lubricant or coolant, unless loss of oil lubricant or coolant is caused by failure of a Covered Part(s).

MICHIGAN

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Michigan.

MINNESOTA

Under CANCELLATION OF YOUR SERVICE CONTRACT, the following is added:

A ten percent (10%) penalty will be added to any refund that is not paid or credited within forty-five (45) days after the return of this Service Contract to Us.

If We cancel this Service Contract, We will mail a written notice of cancellation to Your last known address at least fifteen (15) days prior to the effective date of cancellation. The notice will state the reason and effective date of cancellation. A five (5) day notice of cancellation is required if this Service Contract is canceled for nonpayment of this Service Contract total sales price, a material misrepresentation or a substantial breach of duties by You relating to Your Vehicle or its use.

MISSISSIPPI

Under GENERAL PROVISIONS, item #9, Arbitration is deleted in its entirety and replaced with the following:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS SERVICE CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS SERVICE

CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS SERVICE CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY THE ADMINISTRATOR; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU, THE ADMINISTRATOR OR ANY AGENT OF THE ADMINISTRATOR HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND THE ADMINISTRATOR CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE ADMINISTRATOR. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

- A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS SERVICE CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.
- B. THE ARBITRATION SHALL TAKE PLACE WITHIN 60 DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.
- C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.
- D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.
- E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.
- F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS SERVICE CONTRACT.

IF THIS SERVICE CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A

JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

MISSOURI

Under CANCELLATION OF YOUR SERVICE CONTRACT, the following is added to item #4:

A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this Service Contract.

The INSURANCE COMPANY provision is deleted and replaced with the following: Our obligations under this Service Contract are guaranteed under a service contract reimbursement insurance policy. If We fail to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against **Lyndon Property Insurance Company**, 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

MONTANA

Under CANCELLATION OF YOUR SERVICE CONTRACT, the following is added to item #4:

We will mail You a written notice to Your last known address contained in Our records a least five (5) days prior to the cancellation by Us.

Prior notice is not required if the reason for cancellation is for:

- a. non-payment of this Service Contract price,
- b. a material misrepresentaion by You to Us; or
- c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

The INSURANCE COMPANY provision is deleted and replaced with the following: Our obligations under this Service Contract are guaranteed under a service contract reimbursement insurance policy. If We fail to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against **Lyndon Property Insurance Company**, 14755 N. Outer Forty Rd., Ste. 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

NEBRASKA

THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY. HOWEVER, OUR OBLIGATIONS ARE COVERED UNDER A SERVICE CONTRACT REIMBURSEMENT POLICY ISSUED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 NORTH OUTER FORTY ROAD, ST. LOUIS, MO. 63017. 1(800) 950-6060.

Notice- only motor vehicles as defined under Nebraska revised statute § 60339 are regulated by Nebraska Department of Insurance.

NEVADA

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced by the following:

We may cancel this Service Contract within the first seventy (70) days for any reason. After this Service Contract has been in effect for seventy (70) days, We may only cancel for one or more of the following reasons:

- a) Failure by You to pay an amount when due.
- b) Conviction of You of a crime which results in an increase in the service required

under this Service Contract.

- c) Discovery of fraud or material misrepresentation by You in obtaining this Service Contract, or in presenting a claim for service hereunder;
 - d) Discovery of an act or omission by You or a violation by You of any condition of this Service Contract, which occurred after the effective date of this Service Contract and which substantially and materially increases the service required under this Service Contract.
 - e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Service Contract was issued or sold.
- If We cancel this Service Contract, We will mail a written notice of cancellation to You at the last known address before the fifteenth (15th) day preceding the effective date of cancellation. A service charge will not be charged if We cancel.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

NEW HAMPSHIRE

Under OPTIONAL TIRE & WHEEL PROTECTION PROGRAM, the following language is added: Tire & Wheel Protection Program does not cover a property and casualty related loss, such as a loss die to theft, vandalism or collision.

The following language is added to the INSURANCE COMPANY provision:

In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO

Under CANCELLATION OF YOUR SERVICE CONTRACT provision, item #4, is amended by deleting the fifty dollar (\$50.00) service charge.

item #7. Transfer Rights, under the GENERAL PROVISIONS is amended by deleted the fifty dollar (\$50.00) transfer fee.

NEW YORK

The following is added to this Sevice Contract:

Section 198-b of the New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at time of sale:

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale:

Provides Coverage for 60 days or 3,000 miles, whichever comes first.

Used vehicles with more than 80,000 miles or more, but not more than 100,000 miles at the time of sale:

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Service Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Service Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty period has expired. You have been charged separately only for this Service Contract. The required Dealer warranty is provided free of charge. Furthermore, the

definitions, coverage and exclusions stated in this Service Contract apply only to this Service Contract and are not the terms of the required Dealer warranty.

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If We cancel this Service Contract, We will mail a written notice of cancellation to Your last known address at least fifteen (15) days prior to the effective date of cancellation. The notice will state the reason and effective date of cancellation. Prior written notice of cancellation is not required if this Service Contract is canceled for nonpayment of this Service Contract total sales price, a material misrepresentation, or a substantial breach of duties by You relating to Your Vehicle or its use.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Service Contract to Us.

NORTH CAROLINA

The last paragraph under the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

A service charge of the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount of pro rata refund will be deducted from all refunds after sixty (60) days for new and thirty (30) days pre-owned.

OHIO

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Ohio.

OKLAHOMA

The following is added this Service Contract:

This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.

Item #4, of the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

If this Service Contract is canceled within the first sixty (60) days if Vehicle was purchased new or thirty (30) days if Vehicle was purchased pre-owned and no claims have been authorized or paid, the entire Service Contract price paid will be refunded. If you cancel this Service Contract after the first sixty (60) days for new or thirty (30) days for pre-owned or a claim has been filed, the refund will be the amount of this Service Contract total sales price according to one hundred percent (100%) of the pro rata method (if this Service Contract is cancelled by You, ninety percent (90%) of the pro rata method) reflecting the days in force based on the term of this Service Contract and the date when Coverage began.

PENNSYLVANIA

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Pennsylvania.

SOUTH CAROLINA

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE

CONTRACT provision:

If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of this Service Contract total sales price, a material misrepresentation by You to Us or a substantial breach of duties by You relating to Your Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

The following language is added to this Service Contract:

In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

SOUTH DAKOTA

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in South Dakota.

TEXAS

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of this Service Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision: On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us. You may apply for reimbursement directly to Lyndon Property Insurance Company if a refund or credit is not paid before the 46th day after the date on which this Service Contract is returned to Us.

The INSURANCE COMPANY provision is deleted and replaced with the following:

Our obligations as pertains to this Service Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to **Lyndon Property Insurance Company**, 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017, toll free (800)-950-6060, if a covered claim is not paid to You within 60 days after the date of proof of loss.

UTAH

The following is added to item #6, of the OBTAINING SERVICE CONTRACT COVERAGE provision:

Failure to provide necessary documentation within thirty (30) days does not invalidate a claim if You show it was not reasonably possible to provide such documentation within thirty (30) days.

Item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

We may cancel this Service Contract within the first sixty (60) days for any reason. If this Service Contract has been in effect for more than sixty (60) days, We may cancel this Service Contract only for one or more of the following reasons:

- a. nonpayment of this Service Contract Price;
- b. material misrepresentation;
- c. a substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering this Service Contract; or
- d. substantial breaches of contractual duties, conditions or warranties.

We will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for nonpayment of this Service Contract Price) before this Service Contract is canceled. Such cancellation notice will be delivered or mailed by first class mail.

The following language is added to item A, under the EXCLUSIONS provision:

Should a Mechanical Breakdown occur after normal business hours and is an emergency essential to public health, safety or welfare, You may proceed with repairs. But, payment will be made in accordance with this Service Contract.

The following is added to this Service Contract:

You may include the Service Contract Price with the financing of the Vehicle, or pay the entire amount of this Service Contract separately.

The following disclosure is has been added to this Service Contract: This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

VERMONT

The following is added to the OBTAINING SERVICE CONTRACT COVERAGE provision:

Only in the event of an emergency situation essential to public health, safety or welfare, and the Administrator cannot be reached, proceed with repairs. But, payment will be made in accordance with this Service Contract.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced by the following:

We may cancel this Service Contract within the first sixty (60) days for any reason. If this Service Contract has been in effect for more than sixty (60) days, We may cancel this Service Contract only for one or more of the following reasons:

1. Nonpayment of this Service Contract total sales price;
2. Material misrepresentation;
3. A substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering this Service Contract; or
4. Substantial breaches of contractual duties, conditions or warranties under this Service Contract.

If this Service Contract has been in effect for more than 60 days, We will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for nonpayment of Service Contract total sales price) before this Service Contract is canceled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of this Service Contract total sales price, notice shall be by certified mail

or certificate of mailing.

Item R, under the EXCLUSIONS provision is revised as follows:

Loss of time, expense, storage charges, loss of use of Your Vehicle, loss of profits, loss of income, loss or damage or injury to persons or property resulting from failure of the above listed parts of Your Vehicle.

WISCONSIN

The following is added to this Service Contract:

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. GUARANTEED PRICE REFUND PROGRAMS ARE NOT PERMITTED IN WISCONSIN.

The following is added to the OBTAINING SERVICE CONTRACT COVERAGE provision:

Only in the event of an emergency situation essential to public health, safety or welfare, and the Administrator cannot be reached, proceed with repairs. But, payment will be made in accordance with this Service Contract.

The following is added to the OBTAINING SERVICE CONTRACT COVERAGE provision and Item A, under the EXCLUSIONS provision:

If You submit a claim within one (1) year of a covered Mechanical Breakdown and You can prove Your claim, We may not deny the claim solely on the basis that preauthorization was not given.

The following is added to item #6. Our Right To Recovery, under GENERAL PROVISIONS:

We shall recover only the excess after You are fully compensated for Your loss.

Item A, under the EXCLUSIONS provision is deleted and replaced with the following:

Repairs or replacements that did not have prior specific authorization by the Administrator only if We are prejudiced by Your failure to obtain prior authorization.

WYOMING

The following is added to the INSURANCE COMPANY provision:

Our obligations under this Service Contract are backed by Our Full, Faith and Credit.

The following is added to the VEHICLE SERVICE CONTRACT REGISTRATION PAGE, the term Reasonable Cost in the DEFINITIONS provision, the first paragraph and item #2, Failure Of Covered Part(s) under the GENERAL PROVISIONS:

Replacement of Covered Part(s) may also be made with non-original manufacturer's parts.

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the Service Contract price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Item #3, in the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted in its entirety.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

MAINTENANCE SCHEDULE

[illegible]

MAINTENANCE SCHEDULE

[illegible]

| | | | |
|---------------------------------|--|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i> | <i>PRTB-125731967</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Lyndon Property Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | | | |
| <i>TOI:</i> | <i>33.0 Other Lines of Business</i> | <i>Sub-TOI:</i> | <i>33.0004 Service Contracts</i> |
| <i>Product Name:</i> | <i>XR-PS 2008</i> | | |
| <i>Project Name/Number:</i> | <i>XR-PS 2008/XR-PS 2008</i> | | |

Rate Information

Rate data does NOT apply to filing.

| | | | |
|---------------------------------|--|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i> | <i>PRTB-125731967</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Lyndon Property Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | | | |
| <i>TOI:</i> | <i>33.0 Other Lines of Business</i> | <i>Sub-TOI:</i> | <i>33.0004 Service Contracts</i> |
| <i>Product Name:</i> | <i>XR-PS 2008</i> | | |
| <i>Project Name/Number:</i> | <i>XR-PS 2008/XR-PS 2008</i> | | |

Supporting Document Schedules

| | | | | |
|-------------------------|--|-----------------------|----------|------------|
| Satisfied -Name: | Uniform Transmittal Document- Property & Casualty | Review Status: | Approved | 08/05/2008 |
| Comments: | | | | |
| Attachment: | | | | |
| NAIC Transmittal.pdf | | | | |

Property & Casualty Transmittal Document

Reset Form

**1. Reserved for Insurance
Dept. Use Only****2. Insurance Department Use only**

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

| | | | | | | |
|-----------------------------------|-----------------|---------------|---------------|----------------|---------------------|-----|
| 3. Group Name | Protective | | | | Group NAIC # | 458 |
| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # | | |
| Lyndon Property Insurance Company | MO | 35769 | 43-1139865 | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | |
|-----------------------------------|------------|
| 5. Company Tracking Number | XR-PS 2008 |
|-----------------------------------|------------|

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

| | | | | |
|---|-------------------------|-------------------------|---------------|------------------------------|
| 6. Name and address | Title | Telephone #s | FAX # | e-mail |
| Angela Prater 14755 North Outer Forty Rd., Suite 400 St. Louis, MO 63017 | Regulatory Analyst I | (800)950-6060 Ext. 5690 | (636)536-9390 | Angela.Prater@protective.com |
| | | | | |
| 7. Signature of authorized filer | | | | |
| 8. Please print name of authorized filer | | Angela Prater | | |

Filing information (see General Instructions for descriptions of these fields)

| | |
|---|--|
| 9. Type of Insurance (TOI) | 33.0 Other Lines of Business |
| 10. Sub-Type of Insurance (Sub-TOI) | 33.0004 Service Contracts |
| 11. State Specific Product code(s)(if applicable)[See State Specific Requirements] | |
| 12. Company Program Title (Marketing title) | |
| 13. Filing Type | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested | New: July 22, 2008 Renewal: |
| 15. Reference Filing? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16. Reference Organization (if applicable) | |
| 17. Reference Organization # & Title | |
| 18. Company's Date of Filing | July 22, 2008 |
| 19. Status of filing in domicile | <input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

Property & Casualty Transmittal Document—

| | | |
|-----|---|------------|
| 20. | This filing transmittal is part of Company Tracking # | XR-PS 2008 |
|-----|---|------------|

| | |
|------------|--|
| 21. | Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text] |
|------------|--|

We are submitting the captioned for your review and approval. This vehicle service contract program is a replacement of a program currently approved/filed with your Department. The forms being replaced are as follows:

XtraRide and XtraRide Plus Service Contract: MCY-1420 8/06
XtraRide V-Twin Service Contract: MCY-1422 8/06

The XtraRide VSC product is a service contract that is sold to retail customers in power sports dealers and provides coverage for On-Road Motorcycles, Off-Road Motorcycles, ATV's/UTV's, Snowmobiles, Sport Boats and Personal Watercraft. The XtraRide program has two levels of coverage: XtraRide Component Coverage and the XtraRide Chopper & Custom V-Twin Component Coverage. These coverage levels offer component-based coverage within the Chopper & Custom V-Twin program, and the XtraRide Component Coverage is an exclusionary coverage program. The XtraRide programs also offer ancillary benefits to include roadside assistance, towing and rental reimbursement and trip interruption coverage for On-Road motorcycles as well as an optional tire & wheel protection program.

Any logo, address and telephone number that appears on these forms may be subject to change.

[View Complete Filing Description](#)

| | |
|------------|---|
| 22. | Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] |
|------------|---|

| | |
|-----------------|---------|
| Check #: | EFT |
| Amount: | \$50.00 |

| |
|--|
| |
|--|

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|------------|--|--|
| 1. | This filing transmittal is part of Company Tracking # | | XR-PS 2008 | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | | | |

| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
|-----------|--|--|---|--|---|
| 01 | XtraRide Service Contract | MCY-PL-VT (9/08) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | MCY-1420 8/06 MCY-1422 8/06 | |
| 02 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 05 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 06 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 07 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 08 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 09 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 10 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

PC FFS-1

| | | | |
|---------------------------------|--|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i> | <i>PRTB-125731967</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Lyndon Property Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | | | |
| <i>TOI:</i> | <i>33.0 Other Lines of Business</i> | <i>Sub-TOI:</i> | <i>33.0004 Service Contracts</i> |
| <i>Product Name:</i> | <i>XR-PS 2008</i> | | |
| <i>Project Name/Number:</i> | <i>XR-PS 2008/XR-PS 2008</i> | | |

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Original Date: | Schedule | Document Name | Replaced Date | Attach Document |
|-----------------------|-----------------|---------------------------|----------------------|-------------------------|
| No original date | Form | XtraRide Service Contract | 07/17/2008 | XRPS.MCY-PL-VT.0908.pdf |



VEHICLE SERVICE CONTRACT REGISTRATION PAGE

CONTRACT NO. **XP61**

| | | | |
|--------------------------|--|------------|----|
| Purchaser Last Name | | First Name | MI |
| Purchaser Address | | | |
| City, State, Zip Code | | | |
| Purchaser E-mail Address | | | |
| Purchaser Phone Number | Effective Date of Service Contract 12:01a.m. | | |
| Dealer | | | |
| Dealer Address | | | |
| City, State, Zip Code | | | |
| Dealer Account Number | | | |
| Dealer Phone Number | | | |

VEHICLE INFORMATION

| | | | | | |
|------|------|------------|-------|--------------------------------|-----------------------------|
| Year | Make | Model Name | CC/HP | Vehicle Identification Number: | Mileage (on effective date) |
| | | | | | |

ORIGINAL IN-SERVICE DATE : _____ FACTORY WARRANTY TERM (Months and Miles) : _____

| | | | | |
|----------------------|------|------|-------|--------------|
| TRAILER INFORMATION: | Year | Make | Model | Serial No. # |
| | | | | |

XTRARIDE COVERAGE INFORMATION

| | | | | |
|--|------------------------------------|-------------------------------------|--|---|
| NEW <input type="checkbox"/> | PRE-OWNED <input type="checkbox"/> | XTRARIDE <input type="checkbox"/> | CHOPPER & CUSTOM V-TWIN <input type="checkbox"/> | VEHICLE PURCHASE PRICE \$ |
| ON-ROAD MOTORCYCLE <input type="checkbox"/> | ATV <input type="checkbox"/> | PWC <input type="checkbox"/> | MOPED <input type="checkbox"/> | TRIKE <input type="checkbox"/> |
| OFF-ROAD MOTORCYCLE <input type="checkbox"/> | UTV <input type="checkbox"/> | SPORT BOAT <input type="checkbox"/> | SNOWMOBILE <input type="checkbox"/> | |
| | | | | ABS Brake Surcharge <input type="checkbox"/> Yes |
| | | | | Extended Eligibility Surcharge <input type="checkbox"/> Yes |

OPTIONAL PLAN BENEFITS

| | | |
|---|--|--|
| TOURING PACKAGE <input type="checkbox"/> Yes (On-Road Motorcycle ONLY.) | *Tire & Wheel Protection Program <input type="checkbox"/> Yes (On-Road Motorcycle ONLY. MUST MATCH SERVICE CONTRACT TERM) | TRAILER PACKAGE <input type="checkbox"/> Yes |
| *TIRE & WHEEL PROGRAM IS NOT AVAILABLE IN THE DISTRICT OF COLUMBIA, HAWAII, KANSAS, KENTUCKY, MICHIGAN, OHIO, PENNSYLVANIA AND SOUTH DAKOTA . | | |

SERVICE CONTRACT TERMS

| | | | |
|--------------------------------------|---------------------|------------------|------------------|
| SERVICE CONTRACT TERM (Months) _____ | DEDUCTIBLE \$ _____ | RATE CLASS _____ | CLASS CODE _____ |
|--------------------------------------|---------------------|------------------|------------------|

TOTAL CONTRACT SALES PRICE: \$

| | | | | | |
|------------|--------------|---------|------|-------|----------|
| Lienholder | Phone Number | Address | City | State | Zip Code |
| | | | | | |

This completed Registration Page, together with Your Service Contract Coverage Booklet constitutes Your complete Service Contract. Please retain this Registration Page as evidence of purchase of this Service Contract. THE EFFECTIVE DATE OF THE SERVICE CONTRACT FOR "NEW" VEHICLES IS THE ORIGINAL "IN-SERVICE" DATE OF THE DESCRIBED VEHICLE. New Mechanical Breakdown coverage starts when the manufacturer's warranty expires, Pre-owned Mechanical Breakdown coverage begins on this Service Contract sale date.

This Service Contract is not a warranty and does not guarantee the utility or performance of the Vehicle. Purchase of this Service Contract is not required to purchase, lease or obtain financing for the Vehicle. If this Agreement has been financed, the above lienholder may be entitled to any refunds resulting from cancellation. If You do not receive your coverage booklet within sixty (60) days, please phone the Administrator at 1-800-909-7636.

IMPORTANT NOTICE TO THE DEALER: The Dealer's signature on this Service Contract signifies that: 1) this Vehicle qualifies for the Service Contract; 2) the Dealer has reviewed the Service Contract with the purchaser; 3) Dealer has delivered a copy of this Registration Page to the purchaser; 4) (Pre-owned only) This Service Contract was accepted for a Vehicle sold by the Dealer on the Service Contract sale date.

The Administrator (as defined under Definitions) is not a party to a guaranteed price refund offered or made by the Dealer who sold You this Service Contract or by a third party in connection with this Service Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Replacement of Covered Part(s) will be made with parts of like kind or quality ie: new, remanufactured, or serviceable used parts when available to complete a covered repair.

If You cancel this Service Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

THIS SERVICE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

The Administrators obligations under this Agreement are backed by:

Lyndon Property Insurance Company, 14755 N. Outer Forty Rd., Ste. 400, St. Louis MO 63017. Toll-free 1-800-950-6060.

In New York: Old Republic Insurance Company, Service Contract Holder Services: 14755 N. Outer Forty Rd., Ste. 400, St. Louis MO 63017. Toll-free 1-800-950-6060.

PURCHASER'S SIGNATURE

SALE DATE

AUTHORIZED DEALER SIGNATURE

SALE DATE

Administered by: Protective Administrative Services, Inc. In California and New York, Administered by Western Diversified Services, Inc. (California Provider License Number 0482124) In Florida and Oklahoma, Administered by The Advantage Warranty Corporation (Florida Certificate of Authority number 60071).
Administrative Office: 601 Carlson Parkway, Suite 990, Minnetonka, Minnesota 55305-5218 Toll Free 1-800-909-7636

Service Contract Administrator:
Protective Administrative Services, Inc.

In Florida & Oklahoma The Advantage Warranty Corporation (Florida License #60071)

In California and New York Western Diversified Services, Inc.

(In California, provider license # 0482124)

In Washington Protective Administrative Services, Inc.

(Administrator and Service Provider) 601 Carlson Parkway, Suite 990,
Minnetonka, Minnesota, 55305-5218. (800)-328-8690.

We look forward to serving Your Service Contract needs and if You have any questions do not hesitate to contact Us at 800-909-7636 or 800-909-7598 for claims.

For Emergency Roadside Assistance, please call 888-726-7551

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INTRODUCTION

Congratulations...

on the purchase of Your new or previously-owned Vehicle and on selecting our Service Contract to give You peace of mind and security in the event of a Mechanical Breakdown.

This Coverage Booklet, together with Your completed Registration Page, constitutes Your complete Service Contract.

This Service Contract is for Your benefit only and covers only Your Vehicle, as set forth on the Registration Page which is a part of this Service Contract. Please refer to the "Transfer Rights" section for information regarding transfer of this Service Contract upon sale of Your Vehicle to another private party.

DEFINITIONS

The following definitions apply to words frequently used in this Service Contract:

Administrator: refers to Protective Administrative Services, Inc. In California and New York, Administrator refers to Western Diversified Services, Inc. (California Provider License Number 0482124). In Florida and Oklahoma, Administrator refers to The Advantage Warranty Corporation (Florida Certificate of Authority number 60071). The administrative office address is 601 Carlson Parkway-Suite 990, Minnetonka, Minnesota 55305-5218, and its toll free telephone number is: 1-800-909-7636. In Washington Administrator also means Service Provider.

Coverage: Means the protection You have selected, as shown on the Vehicle Service Contract Registration Page.

Coverage Booklet: Means this booklet which outlines the terms and conditions of this Service Contract Coverage.

Covered Part(s): For Chopper & Custom V-Twin, means the individual part(s) specifically listed under Component Coverage sections for the Chopper & Custom V-Twin plan of Coverage selected on the Vehicle Service Contract Registration Page. For XtraRide, means all components except those listed under Exclusions for the Coverage selected on the Vehicle Service Contract Registration Page.

Dealer: refers to the Dealer named in the Registration Page, from whom You purchased this Service Contract.

Deductible: Means the amount You are required to pay, per repair visit, as shown on the **Vehicle Service Contract Registration Page** for covered Mechanical Breakdowns.

Mechanical Breakdown: is defined as the failure of a Covered Part(s) due solely to defects in materials or faulty workmanship of the Covered Part(s) as supplied by the manufacturer, which occur under normal use. Mechanical Breakdown does not include the reduction in operating performance due to wear and tear, or damage to otherwise Covered Part(s) due to the failure of non-covered parts.

Original In-Service Date: Means the date Your Vehicle was originally put into service.

Reasonable Cost: Means the repair cost that is recognized locally and/or nationally for a covered repair. We will use nationally recognized printed or electronically published parts and labor guides to establish repair cost. Replacement of Covered Part(s) will be made with parts of like kind or quality ie: new, **remanufactured**, or serviceable used parts when available to complete a covered repair. If the covered repair is not authorized by Us, We then reserve the right to reduce the repair reimbursement to Reasonable Cost or deny the claim in its entirety.

Registration Page - Means the numbered document which is part of this Service Contract. It lists information regarding You, Your Vehicle, Coverage selected and other vital information.

Service Contract: refers to this Service Contract which You purchased from Us to protect Your Vehicle per plan selected for Coverage as shown on the Registration Page **AND** this coverage booklet.

Vehicle Purchase Price: Means the amount You paid for Your Vehicle.

We, Us or Our: refers to the Administrator who is the entity that is obligated under the terms and conditions of this Service Contract. In Maine, We, Us, and Our refers to the Dealer listed on the **Vehicle Service Contract Registration Page**, who is the entity that is obligated under the terms and conditions of this Service Contract. In Washington We, Us, Our also means Service Provider.

You, Your: refers to this Service Contract purchaser's name that is listed under **Purchaser** information in the **Vehicle Service Contract Registration Page** or the person whom this Service Contract was properly transferred.

Vehicle: Means a motorcycle, Moped/Scooter, Trike, ATV, UTV, snowmobile, personal watercraft or sport boat and is described by: year, make, model and vehicle identification number and is stated on the Registration Page.

YOUR SERVICE CONTRACT OBLIGATIONS

The following represents the coverages, benefits, cancellations, obtaining service and exclusions of Your Service Contract.

1. **Maintain Your Vehicle in a serviceable condition**, as described in the owner's manual, etc.
2. **When a failure occurs take immediate actions to protect Your Vehicle from further damage.**
3. **Pay to the repairing facility the Deductible as shown in the Registration Page for each repair or replacement and all parts and services not covered by this Service Contract.**

GENERAL PROVISIONS

The Administrator will reimburse You for Reasonable Costs to repair or replace any of the Covered Part(s) listed in this Service Contract, if required, due to the failure of a Covered Part(s) as a result of manufacturing defects in materials or faulty workmanship, which occur under normal use. Replacement of Covered Part(s) will be made with parts of like kind or quality ie: new, remanufactured, or serviceable used parts when available to complete a covered repair.

This Service Contract is between You and Us and provides Coverage for the term shown on the Registration Page.

1. **SERVICE CONTRACT PERIOD:** Coverage under this Service Contract begins and will expire according to the selected term of this Service Contract as shown on the Registration Page.
 - a) For a new Vehicle the Service Contract, term is measured from the **Original In-Service Date**.
 - b) For a pre-owned Vehicle Service Contract, term is measured from this Service Contract sale date.
 2. **FAILURE OF COVERED PARTS:** We will pay or reimburse You for Reasonable Costs to repair or replace any Mechanical Breakdown of a part included in Your Coverage. Replacement of Covered Part(s) will be made with parts of like kind or quality ie: new, **remanufactured**, or serviceable used parts when available to complete a covered repair.
 3. **TERRITORY:** The Coverage applies only to Mechanical Breakdowns while Your Vehicle is used within the boundaries of the 48 contiguous states of the United States, Alaska, Hawaii, and Canada.
 4. **LIMIT OF LIABILITY:** The maximum reimbursable amount per claim should a Mechanical Breakdown occur to a Covered Part(s) will be the lesser of: The total cost of repairs; or the replacement value of the Covered Part(s); or the cash value or the average retail value of Your Vehicle as determined by the current N.A.D.A Motorcycle/Snowmobile/ATV/Personal Watercraft Appraisal Guide less the Deductible. The total of all Coverages and benefits paid or payable under this Service Contract shall not exceed the price You paid for Your Vehicle.
 5. **SERVICE CONTRACT RENEWAL:** Service Contracts may be renewed for continuous one (1) year terms at the then prevailing renewal rate. The request for renewal must be made at least thirty (30) days but no earlier than one hundred twenty (120) days prior to the expiration of this Service Contract to qualify for renewal of this Service Contract. Your Vehicle must meet the then current underwriting criteria relating to Your Vehicle and Coverage eligibility. Contact Administrator for details, including rates and inspection requirements.
 6. **OUR RIGHT TO RECOVERY:** If We pay anything under this Service Contract and You have a right to recover from another party, Your rights will become Our rights up to the amount We paid. You will do whatever is necessary to enable Us to enforce these rights.
 7. **TRANSFER RIGHTS:** This Service Contract is for the benefit of the original Service Contract purchaser and is transferable subject to a transfer fee and inspection providing:
 - a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
 - b) Service Contract is being transferred to a subsequent private purchaser of Your Vehicle. (Transfer rights are voided when Vehicle is either traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of vehicles.)
- You must submit the following:
- a) Transfer application (Contact Administrator to obtain application).
 - b) Bill of sale showing sale date.
 - c) Fifty dollar (\$50.00) Transfer fee made payable to the Administrator within thirty

(30) days of the transfer of Your Vehicle ownership.

- d) A copy of a complete mechanical inspection performed on Your Vehicle.
8. **MAINTENANCE REQUIREMENTS:** You must maintain Your Vehicle according to the manufacturer's recommendation as outlined in the owner's manual. **NOTE:** Your owner's manual has separate required maintenance schedules for "normal" and "more severe" operating conditions. You are required to follow the maintenance schedule that applies to Your conditions. You must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, is used in Your Vehicle. It is necessary for You to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by the Administrator.
9. **ARBITRATION:** It is understood and agreed that the transaction evidenced by this Service Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Service Contract or the sale thereof, including for recovery of any claim under this Service Contract and including the applicability of this arbitration clause and the validity of this Service Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by the Administrator; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You, the Administrator or any agent of the Administrator have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and the Administrator consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against the Administrator. Only a court, and not arbitrators, can determine the validity of this class action waiver.
- a. If You dispute Our determination to deny You benefits under this Service Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
- b. The arbitration shall take place within 60 days of written notice of intent to arbitrate in a location near Your residence.
- c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- f. The agreement to arbitrate will survive the termination of this Service Contract.

IF THIS SERVICE CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

XTRARIDE COMPONENT COVERAGE

XtraRide Component Coverage: Any Mechanical Breakdown of Your Vehicle less the Deductible, except for those items listed within the "EXCLUSIONS" provision of this Service Contract.

CHOPPER & CUSTOM V-TWIN COMPONENT COVERAGE

Engine: All internally lubricated parts contained within the engine, to include: pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; camshaft and bearings; valves; valve springs, guides and seats; reeds and reed blocks; rotary valve; and oil pump. Engine mounts. Timing chain, timing gears, and timing belt. Water pump and impeller shaft. Valve covers. Intake and exhaust manifolds. **Factory installed turbocharger parts limited to: turbine vanes; shafts; bearings; bushings; and waste gate. THE TURBOCHARGER HOUSING, OR THE WASTE GATE ACTUATOR, OR THE CYLINDER HEAD(S), OR THE ENGINE BLOCK/CRANKCASE, OR THE CYLINDER BARRELS ONLY IF DAMAGED AS A RESULT OF THE FAILURE OF AN INTERNALLY LUBRICATED COVERED ENGINE COMPONENT.**

Transmission: All internally lubricated parts contained within the transmission case, to include: all gears; bearing; internal drive gears; internal selector mechanism, and transmission mounts. **TRANSMISSION CASE IF DAMAGE AS A RESULT OF THE FAILURE OF AN INTERNALLY LUBRICATED COVERED TRANSMISSION COMPONENT. (CLUTCH ASSEMBLY AND CABLES ARE EXCLUDED)**

Electrical: Alternator/generator; voltage regulator; starter; starter solenoid; stator; rectifiers; rotors; magneto; manually operated switches; electronic ignition control module; coil(s); wiring harness; and cooling fan motor.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. **(LIGHT BULBS ARE EXCLUDED)**

Fuel System: Fuel delivery pump; electronic fuel injection control module and its sensors; fuel injectors and fuel injection metering system; petcock; fuel lines and fittings **(METAL ONLY)**; diaphragms; springs; valves and actuating lever.

Stereo: Factory installed sound system (speakers excluded)

OPTIONAL PLAN SURCHARGES (Must be purchased at time of delivery)

ABS Brakes: Wheel speed sensors, ABS control module, hydraulic modulator and accumulator. (Coverage applies **ONLY** if surcharge applied at time of sale)

OPTIONAL PLAN BENEFITS (Must be purchased at time of delivery)

TOURING PACKAGE: (On-Road Motorcycle Only.) If You did not select this optional plan benefit on the Registration Page, this Coverage does not apply to Your Service Contract. Coverage limited to the components listed herein.

Intercom/CB Radio: Headset; transmitter; receiver; microphone; splitter; cables; jacks and console pod.

Sidecare Hardware: Brake rotor; caliper; hub; spindle; wheel bearings; suspension; mounting hardware; latches and hinges.

Travel Trunks and Saddle Bags: Travel trunks; latches; hinges; saddle bags; mounting hardware.

Faring Hardware: Latches; hinges; brackets; covers; switches; covers and mounting hardware.

Emergency Roadside Assistance Upgrades Included With Touring Package:

The following Emergency Roadside Assistance benefits represent the total of all Service Contract benefits and are not considered an addition to the standard benefits listed within the "Additional Plan Benefits" section of this Service Contract. (No deductible applies to the Emergency Roadside Assistance benefits.)

Towing Assistance -(Sign & drive coverage)

Call Toll Free 1-888-726-7551 FOR TOWING ASSISTANCE ONLY.

When towing is necessary due to a Mechanical Breakdown, Your Vehicle will be towed to any location requested by You. The Administrator agrees to reimburse You for Towing Assistance up to two-hundred dollars (\$200.00) per occurrence.

Rental Reimbursement: (On-Road motorcycles only) (reimbursable coverage)

Should Your Vehicle become inoperable and have to remain overnight for repair at the Dealership, the Administrator agrees, in the event of a Mechanical Breakdown, to reimburse You for rental transportation. Such expense shall be limited to seventy-five dollars (\$75.00) per day and not to exceed four-hundred fifty dollars (\$450.00) per occurrence (except where prohibited by law.)

Travel Expenses: (On-Road motorcycles only) (reimbursable coverage)

You will receive reimbursement from Administrator up to one-hundred fifty dollars (\$150.00) per day for a maximum of three (3) days and/or four-hundred fifty dollars (\$450.00) for expenses for meals (restaurants only) and/or lodging (hotels/motels only) incurred provided: (1) You cannot utilize Your Vehicle due to a Mechanical Breakdown covered under this Service Contract, and are more than one hundred (100) miles from home; and (2) meals and/or lodging are required because of the Mechanical Breakdown, as defined, causes a delay en route. The date of the Mechanical Breakdown shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the Mechanical Breakdown and the time when repairs are completed, or by the end of the third calendar day subsequent to the Mechanical Breakdown if the repairs are not completed, whichever occurs first.

OPTIONAL TIRE & WHEEL PROTECTION PROGRAM

(Coverage term must match the Service Contract term) (reimbursable coverage)

On-Road Motorcycle Only. No deductible applies to the Tire & Wheel Protection Program.) Call 1-800-909-7636 for claims.

The following represents the term, coverage, benefits, exclusions and claim procedure of Your Optional Tire & Wheel Protection Program in accordance with the Coverage selected by You on the Registration Page.

(If You did not select this optional program and pay the appropriate fee, the following benefits do not apply to Your Service Contract.)

Authorization required prior to any repairs being performed.

COVERAGE PERIOD:

The term of this Service Contract is continuous from the date of sale for a period of time as indicated on the Registration Page.

Pre-Owned Tire & Wheel Coverage: Program Coverage for pre-owned Vehicles will begin on the 31st day from the date of this Service Contract sale date.

COVERAGES AND LIMITATION OF LIABILITY:

Road hazard is defined as a condition on a highway or roadway which should not exist, such as potholes, rocks, nails, metal parts, wood debris, plastic, glass and other objects, or any item causing tire and/or wheel damage other than normal wear and tear and collision.

FLAT TIRES: You will be reimbursed for the charges incurred to repair a flat tire caused by a road hazard while operating the covered Vehicle on public streets and in a legal manner.

TIRE REPLACEMENT: You will be reimbursed for the costs incurred to replace a tire, if a tire covered by this Service Contract becomes unrepairable due to a road hazard such as a cut, snag, bruise, impact (not collision), tear or puncture. This Coverage is valid through the tread life of a tire (down to 3/32"). Tire replacement will be done with a tire of like kind, quality and cost to the original tire. The replacement cost shall be determined using industry retail replacement costs. If You choose to upgrade the replacement, the increase in cost will be Your responsibility. Tire inspection may be required to validate claim approval. Fraudulent claims will be prosecuted to the fullest extent of the law. The Administrator will not use remanufactured or used replacement parts. If replacement tire is upgraded beyond OEM standards or exceeds "like, kind and quality" replacement value, We reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire. The aggregate tire replacement benefit for the is limited to a maximum of four (4) occurrences during the term of this Service Contract.

Tires replaced on Your Vehicle due to a covered claim or non-covered claim under this Service Contract will be covered for any remaining term of this Service Contract.

WHEELS (RIMS): You will be reimbursed for the repair or replacement of wheels rendered unserviceable due to the road hazard failure of a wheel covered under this Service Contract. Wheel inspection may be required for claim approval. The Administrator will not use remanufactured or used replacement parts. If replacement wheel is upgraded beyond OEM standards or exceeds "like, kind and quality" replacement value, We reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel. The aggregate wheel benefit is limited to a maximum of four (4) occurrences during the term of this Service Contract.

MOUNTING AND BALANCING: You will be reimbursed for the cost of mounting, balancing and valve stems for any tire replaced under this Service Contract.

TAXES: You will be reimbursed for the cost of local and state taxes, as directed by state agencies.

TIRE & WHEEL PROTECTION EXCLUSIONS:

This Service Contract does not cover the following:

- a) damage incurred outside the United States or Canada,
- b) damage resulting from off-road use, racing, collision with curb or another vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site or unpaved road use, ATV's, dirt bikes or any related off road use, malicious mischief, vandalism, fire, theft, chain damage, manufacturer defects, driving on tires which are improperly inflated,
- c) tires and/or wheels which are oversized, or otherwise not recommended by the manufacturer,
- d) tires and/or wheels transferred from another vehicle,
- e) tires and/or wheels when the tires have less than 3/32 inch tread depth

- remaining,
- f) damage to tires and/or wheels that do not affect their performance or safety,
- g) damage to tires in either the side wall or tread area due to dry rot,
- h) replacement covered by a warranty issued by the manufacturer,
- i) Any tire and wheel damage, which is covered by the Your insurance coverage or a vehicle service contract,
- j) Any consequential loss or damage whatsoever, including lost, damage, or injury to person or property resulting from the failure of any of the parts of Your Vehicle described herein, the replacement of which are covered under the terms of this Service Contract.
- k) motorcycle storage charges

TIRE & WHEEL CLAIM REIMBURSEMENT PROCEDURES:

In the event of a claim, You must contact the Administrator immediately and in no event more than thirty (30) days from the date of loss at the toll free number listed below.

Contact the Administrator at 1-800-909-7636 Monday through Friday, 8:00 am – 5:00 PM CST to obtain a claim tracking number for tire/wheel repair/replacement prior to tire/wheel service and/or replacement. In the event a tire/wheel repair must be made after hours, follow phone instructions prior to repair.

Tire & Wheel Reimbursement Procedure:

- 1) Call 1-800-909-7636 for a claim tracking number prior to tire/wheel service and/or replacement.
- 2) Pay for tire/wheel repair/replacement at the Dealer or retailer.
- 3) Secure a "Paid" invoice with Dealer/retailer pre-printed name, address and phone number. The invoice must include Your Vehicle VIN number, serial number, tread depth reading, tire size, brand and location (front or rear) of the damaged tire, a detailed description of the damage and the tracking number obtained from the Administrator.
- 4) Mail the invoice to Administrator's address. All claims must be submitted within thirty (30) days of repair.

The Administrator retains the right to inspect any tire/wheel prior to paying any claim benefit. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit available for reimbursement.

SERVICE CONTRACT RESPONSIBILITIES:

Proper tire care is necessary to obtain the maximum mileage and wear from a tire. It is Your obligation to see that Your tire/wheel assemblies are kept in balance and that Your tires are operated at the proper inflation pressures. Tires should be checked monthly for proper pressure; signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demands replacement for the safety of the Vehicles occupants/operator. Replaced tires are covered for time remaining on the Service Contract.

OPTIONAL TRAILER PACKAGE:

(If You did not select this optional plan benefit on the Registration Page, this Coverage does not apply to Your Service Contract.)

- a) Brake components: master cylinder/calipers, hydraulic brake actuator, and backing plate.
- b) Frame components: axle(s), brackets, couplers, hubs, roller cradles, spring hangers, welds, winch stand, and suspension springs.

ADDITIONAL PLAN BENEFITS (No deductible applies)

Pick-up and Delivery: (reimbursable coverage) Pick-up and delivery charges up to fifty dollars (\$50.00) will be reimbursed when a Mechanical Breakdown by a Covered Part(s) disables Your Vehicle. **Reimbursable pick-ups and delivery must be made by a licensed pick-up company or a licensed repair facility.**

Rental Reimbursement: (On-Road motorcycles only) (reimbursable coverage) Should Your Vehicle become inoperable and have to remain overnight for repair at the dealership, the Administrator agrees, in the event of a Mechanical Breakdown of a Covered Part(s), to reimburse You for rental transportation. Such expense shall be limited to thirty dollars (\$30.00) per day and not to exceed one hundred twenty dollar (\$120.00) per occurrence (except where prohibited by law.)

Travel Expenses: (On-Road motorcycles only) (reimbursable coverage) You will receive reimbursement from the Administrator up to seventy five dollars (\$75.00) per day for a maximum of three (3) days for expenses for meals (**restaurants only**) and/or lodging (**hotels/motels only**) incurred provided: (1) You cannot utilize Your Vehicle due to a Mechanical Breakdown covered under this Service Contract, and are more than one hundred (100) miles from home; and (2) meals and/or lodging are required because of the Mechanical Breakdown, as defined, causes a delay en route. The date of the Mechanical Breakdown shall be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the Mechanical Breakdown and the time when repairs are completed, or by the end of the third calendar day subsequent to the Mechanical Breakdown if the repairs are not completed, whichever occurs first.

Emergency Roadside Assistance: (On-Road motorcycle only) (sign & drive coverage)

For Emergency Roadside Assistance up to sixty-five (\$65.00) per occurrence call toll free 1-888-726-7551.

- a) **Towing Assistance** - When towing is necessary due to a Mechanical Breakdown, Your Vehicle will be towed to any location requested by You.
- b) **Battery Service/Jump Start** - If battery failure occurs, a jump-start will be applied to start Your Vehicle.
- c) **Flat Tire Assistance** - Service consists of inflation and/or repair of a flat tire at the disablement site, when possible, or provides for towing assistance to the nearest service facility when necessary.
- d) **Gasoline, Oil, Fluid & Water Delivery Service** - Provides for the delivery of fuel or other fluid needed at the disablement site, when You have an immediate need. **You must pay for the gasoline or other fluid when delivered.**
- e) **Lock-Out Assistance** - This service will provide for assistance in gaining entry to Your Vehicle's compartments.

Emergency Roadside Assistance Exclusions:

- a) **Cost of parts, replacement keys, fluids, lubricants or cost of gasoline, cost of installation of products, material, and additional labor relating to towing. Any service covered under a valid manufacturer's warranty.**
- b) **Non-emergency mounting or removing of any tires, snow tires, or chains. Any and all taxes or fines. Damage or disablement due to collision, fire or vandalism.**
- c) **Towing from or repair work performed at a service station, garage or repair shop. Service on Your Vehicle that is not in a safe condition to be towed. Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider, except as noted below; vehicle storage charges; a second tow. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not**

passable due to construction. Towing at the direction of a law enforcement office relation to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.

- d) Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of Your Vehicle in the commission of a felony.
- e) Repeated service calls for Your Vehicle in need of routine maintenance or repair. Only one disablement for the same cause during any seven-day period will be accepted.
- f) Reimbursement for services secured through any other source.

OBTAINING SERVICE CONTRACT COVERAGE

- 1) **Prevent Further Damage:** You should use all reasonable means and precautions to protect Your Vehicle from further damage. This Service Contract will not cover damage caused by not securing a timely repair of the failed part.
- 2) If Your Vehicle has a Mechanical Breakdown, return to the Dealer during normal service department hours. If this is not possible, take Your Vehicle to the licensed repair facility of Your choice.
- 3) You are required to authorize the repair facility to inspect or tear down Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the Mechanical Breakdown is not covered by this Service Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being performed.
- 4) Instruct the repair facility that they must obtain an authorization number from the Administrator, at 1-800-909-7598, prior to proceeding with repairs. The amount authorized is the maximum that will be paid. Any additional amounts need prior approval.
- 5) After the Administrator has been contacted, review with the repair facility what will be covered by this Service Contract.
- 6) We will reimburse the repair facility or You for the cost of the work performed on Your Vehicle that is covered by this Service Contract which has been previously authorized. All repair orders and necessary documentation must be submitted to the Administrator within thirty (30) days to qualify for payment.
- 7) You assume all liability for payment of unauthorized repairs and for tear down on non-covered parts or repairs.

CANCELLATION OF YOUR SERVICE CONTRACT

- 1) You may cancel this Service Contract by notifying the Dealer. A cancellation form will be required.
- 2) We may cancel this Service Contract for non-payment of the Service Contract total sales price, or for intentional misrepresentation in obtaining this Service Contract or in submitting a claim.
- 3) If Your Vehicle and this Service Contract has been financed, the lienholder may cancel this Service Contract for non-payment, or if Your Vehicle has been declared a total loss or has been repossessed.
- 4) If this Service Contract is canceled within the first sixty (60) days if Vehicle was purchased new or thirty (30) days if Vehicle was purchased pre-owned and no claim has been filed, the entire Service Contract total sales price paid will be refunded. After sixty (60) days for new or thirty (30) days for pre-owned, or if a claim has been filed, an amount of the unearned Service Contract total sales price will be refunded according to the pro-rata method reflecting the days in force based on the term of Service Contract and the date when Coverage began.
A fifty dollar (\$50.00) service charge will be deducted from all refunds for cancellations made by You after sixty (60) days for new and thirty (30) days for pre-owned Service Contracts.

EXCLUSIONS

- A) Repairs or replacements that did not have prior authorization by the Administrator.
- B) Any Mechanical Breakdown or failure of components still under the manufacturer's warranty, regardless of whether the manufacturer is still in business. Mechanical Breakdown of parts subject to recall for repair and/or replacement by the manufacturer or the repair to any part covered by the Federal Emission Warranty, or a repairer's warranty.
- C) Repairs to seized or damaged engines due to continued operation without sufficient oil or coolant. You are responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operation Your Vehicle. Breakdowns caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services or a Mechanical Breakdown caused by continued operation in an overheated condition.
- D) Damage caused by pre-ignition, detonation, pinging, improper/contaminated fuel or improper engine adjustments. ABS Brakes, wheel speed sensors, ABS control module, hydraulic modulator and accumulator. (Coverage applies ONLY if ABS surcharge applied at time of sale). Seals and Gaskets: Seals and gaskets on Covered Part(s) are covered on new vehicles and only if defective. Pre-Owned seal and gasket coverage on Covered Part(s) applies only to pre-owned On-Road motorcycles.
- E) Replacement of maintenance items such as, but not limited to; spark plugs, ignition points, PCV valves, filters, banjo and union fittings, brake drums, warped brake rotors, brake pads or shoes, bleed valves, clutch parts to include pressure plates, friction plates and springs, pilot bushing, throw out bearing, rounded clutch cogs, ears and/or engagement steps, bent shift forks, and grease fittings. Thermostats, belts, exhaust and emission components, exhaust pipe system, emission control module. Carburetor mounting boots, carburetor, needle and seats, floats and/or float arms. Hoses, light bulbs, lubricants, tune-ups, adjustments, alignments, wheel balancing, wheels/rims, and tires. (Tires, wheels or rims are ONLY covered if the optional tire & wheel program is purchased), shock absorbers, compression dampening housing and external dampening/valving calibrator, overnight air and/or overnight freight charges. (Ground freight charges for a covered Mechanical Breakdown will be considered with a paid invoice) shop supplies, hazardous waste disposal, environmental fees, core charges and other maintenance services and parts, even when used in conjunction with the replacement of a Covered Part(s).
- F) Batteries, body and trim items, including but not limited to: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, glass, windshields, fairings, hoods, belly pans, bumpers, sheet metal, sealed beams, headlight and/or tail light assemblies. Clutch, throttle, choke, brake and compression release cables. Clutch, brake and throttle levers/blocks, shift levers, foot pegs, kick stands, manual kick starters and/or recoil assemblies. Track, slides, bogie, wheels, springs, skis, wear rods, spindles/saddles, Impeller's, wear rings, engine couplers, drive belts and/or drive chain(s).
- G) Noises including rattles, squeaks and wind noises.
- H) Water leaks, weather strips and repairs needed as a result of rust or corrosion.
- I) Repairs to parts of Your Vehicle not specifically indicated under the Chopper & Custom V-Twin Component Coverage section of this Service Contract.
- J) Liability in excess of the actual cash value of the specified parts and of the labor for repair or replacement thereof.
- K) Damage caused by loss of oil, lubricant or coolant regardless of the cause.
- L) Mechanical Breakdown due to hauling trailers without manufacturer's recommended trailer towing equipment or hauling trailers in excess of rated capacity of Your Vehicle or failure to follow the manufacturer's operator's manual.
- M) Mechanical Breakdown as a result of racing, competition driving, sustained high

speed use, acceleration trials, wide open throttle operation, high speed acceleration or shifting of transmission gears at high engine rpm resulting in bent shift forks.

- N) The following commercial use vehicles will not be covered. Such exclusions will include, but not be limited to, vehicles used for livery or hire; snow plowing; police, fire or emergency; pool vehicles or vehicles which regularly have multiple drivers, farm, ranch or agricultural use and vehicles with non-standard equipment installed specifically to facilitate commercial use.
- O) Mechanical Breakdown of parts substituted for standard or optional equipment not factory installed and not intended by the vehicle manufacturer to be used in/on Your Vehicle, including but not limited to: exhaust headers, big bore cylinder kits, performance cylinder heads, cam shafts and/or valves and oversized tires etc.
- P) Mechanical Breakdown caused by engine sludge or corrosion, rust, residue or corrosion in the radiator or heater core. Radiator, radiator cap, coolant overflow reservoir. Damage due to carbon build up on cylinders, cylinder heads or valves. Repairs to correct loss of compression or oil consumption due to burnt, carboned or worn pistons, rings or tuliped, dished, burnt or bent exhaust or intake valves.
- Q) Mechanical Breakdown of any parts covered in this Service Contract if any hi-performance, competition or other non-standard equipment has been installed in Your Vehicle or if any engine parts as supplied by the vehicle manufacturer have been disconnected or altered to increase performance.
- R) Loss of time, expense, storage charges, loss of use of Your Vehicle, loss of profits, income or other consequential damages, including loss or damage or injury to persons or property resulting from failure of any of the above listed parts of Your Vehicle.
- S) Damage to a Covered Part(s) resulting from a Mechanical Breakdown of a non-covered part(s). Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists.
- T) Mechanical Breakdown caused by ruptured or damaged rubber boots including but not limited to: swing arm boots, lever cushions and CV axle boots etc.
- U) Repair or replacement of a Covered Part(s) to correct conditions that may reasonably be assumed to have existed at the inception date of the Coverage provided by this Service Contract. A component or part which has not failed due to a Mechanical Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade Your Vehicle.
- V) Malfunctions resulting from collision, vandalism, neglect, excessive abuse, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, war, hail, water, water contamination, flood, freezing, malicious mischief, riot, civil commotion or labor difficulties.
- W) The total cost (labor and parts) of a repair/replacement of a Covered Part(s) in excess of the actual cash value of Your Vehicle at the time of the repair or Mechanical Breakdown.
- X) Any Mechanical Breakdown occurring outside of the United States of America or Canada.
- Y) Any Mechanical Breakdown not reported to the Administrator prior to the expiration of Your Service Contract.

INSURANCE COMPANY

Our obligations as pertains to this Service Contract, are backed by Lyndon Property Insurance Company, a Protective company. If any valid claim is not paid within sixty (60) days, after proof of loss has been filed with Us, You may contact Lyndon Property Insurance Company directly at 14755 N. Outer Forty Rd., Ste. 400, St. Louis, MO 63017, Toll Free 800-950-6060. In New York Our obligations under this Service Contract are backed by Old Republic Insurance Company (Insurance Company), administrative address 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If a covered claim is not paid, You may file a claim directly with the Insurance Company.

SPECIAL STATE REQUIREMENTS

The following Special State Requirements apply if this Service Contract was purchased in one of the following states:

ALABAMA

The following is added to the **VEHICLE SERVICE CONTRACT DECLARATION PAGE**, the term Reasonable Cost in the DEFINITIONS provision, the first paragraph and item #2. Failure of Covered Part(s), under the COVERAGE SECTION provision:

Replacement of Covered Part(s) may also be made with non-original manufacturer's parts.

The following is added to the **OBTAINING SERVICE CONTRACT COVERAGE** provision:

Only in the event of an emergency situation essential to public health, safety or welfare, and the Administrator cannot be reached, proceed with repairs. But, payment will be made in accordance with this Service Contract.

The following is added to item #2, in the **CANCELLATION OF YOUR SERVICE CONTRACT** provision:

If We cancel this Service Contract, We will mail a notice of cancellation to Your last known address at least five (5) days prior to the effective date of cancellation. The notice will state the reason and effective date of cancellation. Prior notice of cancellation is not required if this Service Contract is canceled for nonpayment of this Service Contract total sales price or material misrepresentation by You relating to Your Vehicle.

The following is added to item #4, in the **CANCELLATION OF YOUR SERVICE CONTRACT** provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to the Dealer.

The last paragraph of the **CANCELLATION OF YOUR SERVICE CONTRACT** provision is deleted and replaced with the following:

If You cancel this Service Contract after sixty (60) days for new and thirty (30) days for pre-owned, a twenty-five dollar (\$25) service charge will be deducted from the refund. A service charge will not apply if We cancel this Service Contract.

ALASKA

The last paragraph of the **CANCELLATION OF YOUR SERVICE CONTRACT** provision is deleted and replaced with the following:

A fifty dollar (\$50.00) service charge, or seven and one half percent (7.5%) of the unearned premium, whichever is less, will be deducted from all refunds for cancellations made by You after sixty (60) days for new and thirty (30) days for pre-owned Service Contracts.

The following is added to the **CANCELLATION OF YOUR SERVICE CONTRACT** provision:

Your refund will be returned within thirty (30) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

ARIZONA

The following is added to the **VEHICLE SERVICE CONTRACT REGISTRATION PAGE**, the term Reasonable Cost in the DEFINITIONS provision, the first paragraph and item #2. Failure of Covered Part(s) under the GENERAL PROVISIONS provision:

If We use replacement parts of like kind and quality, any such parts will be covered under the terms and conditions of this Service Contract for the remaining term.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced with the following:

We may cancel this Service Contract for non payment of this Service Contract total sales price or for Your intentional misrepresentation in obtaining this Service Contract or in submitting a claim.

The following language is added to items L, M, and O of the EXCLUSIONS provision:

The act or failure to act must occur after this Service Contract effective date or was caused by You.

Under the EXCLUSIONS provision, item Q, is deleted and replaced with the following:

Mechanical Breakdown of any parts covered in this Service Contract if any hi-performance, competition or other non standard equipment has been installed in Your Vehicle, by You or with Your knowledge, or if any engine parts as supplied by the vehicle manufacturer have been disconnected or altered, by You or with Your knowledge, to increase performance.

Under the EXCLUSIONS provision, item U, is deleted in its entirety.

ARKANSAS

The following language is added to the DEFINITIONS provision:

Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

Exemplary Damages are those awarded in addition to actual damages.

The following is added to item #6. Our Right To Recovery, under GENERAL PROVISIONS:

We shall recover only the excess after You are fully compensated for Your loss.

The CANCELLATION OF YOUR SERVICE CONTRACT provision, item #4 is amended by adding:

A ten percent (10%) penalty per month shall be added to any refund that is not paid within forty-five (45) days of the return of this Service Contract.

CALIFORNIA

Under the EXCLUSIONS provision, item U, is deleted and replaced with the following:

Repair or replacement of a Covered Part(s) to correct conditions that may reasonably be assumed to have existed at the inception date of the Coverage provided by this Service Contract. A component or part which has not failed due to a Mechanical Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle.

The CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

1. **You may cancel this Service Contract at any time by contacting the Dealer in writing.** If this Service Contract is canceled within the first sixty (60) days for new, and thirty (30) days if Vehicle was purchased pre-owned, and no claims have been filed, We will refund the entire Service Contract total sales price. If this Service Contract is canceled after the first sixty (60) days for new, and thirty (30) days if Vehicle was purchased pre-owned, or a claim has been filed, We will refund an amount of this Service Contract total sales price according to the pro rata method reflecting the days in force based on the term of this Service Contract and the date when Coverage began, less a service charge of twenty-five dollars (\$25.00) or ten percent (10%) of this Service Contract total sales price, whichever is less.
2. We may cancel this Service Contract within the first sixty (60) days under the following conditions:
 - a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Service Contract was sold by the Dealer.
 - b. We will refund the entire Service Contract total sales price within thirty (30) days from the date of cancellation. However, if We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro rata refund reflecting the days in force based on the term of this Service Contract and the date when coverage began, less the amount of any claims paid prior to cancellation.
 - c. This Service Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
 - d. The notice states the specific grounds for the cancellation.
3. We may, at any time, cancel this Service Contract for nonpayment by You, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to You.
 - b. If this Service Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Service Contract total sales price. If this Service Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of this Service Contract charge according to the pro rata method reflecting the days in force based on the term of this Service Contract and the date when Coverage began, less service charge of twenty-five dollars (\$25.00) or ten percent (10%) of this Service Contract total sales price, whichever is less.
 - c. The refund is paid within thirty (30) days of the date of cancellation.
 - d. This Service Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
 - e. The notice states the specific grounds for the cancellation.
4. We may at any time cancel this Service Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to You.
 - b. A pro rata refund reflecting the days in force based on the term of this Service Contract and the date when Coverage began is paid within thirty (30) days of the date of cancellation.
 - c. The notice states the specific nature of the misrepresentation.
5. If We cancel this Service Contract, We are liable for any claim reported to a person designated in this Service Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Service Contract. You are deemed to have reported a claim if You have completed the first step required under this Service Contract for reporting a claim.
6. If We are canceling this Service Contract pursuant to subdivision 3, 4, or 5 and We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro rata refund reflecting the days in force based on the term of this Service Contract and the date when Coverage began, less the amount of any claims paid prior to cancellation rather than a full refund.

The **INSURANCE COMPANY** provision is deleted and replaced with the following:
Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Service Contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is: **Lyndon Property Insurance Company**, 14755 N. Outer Forty Rd., Ste. 400, St. Louis, Missouri 63017. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357.

COLORADO

The **INSURANCE COMPANY** provision is amended by adding the following:
The policy number is A55CO905-0708.

CONNECTICUT

The following is added to item #1. Service Contract Period under **GENERAL PROVISIONS**:

If this Service Contract term is less than twelve (12) months, the term will be automatically extended for the period during which the Your Vehicle is in the custody of a service center for repair.

The following is added to item #1. under the **CANCELLATION OF YOUR SERVICE CONTRACT** provision:

You may cancel this Service Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

The following is added to this Service Contract:

Section 42-221 of the Connecticut General Statutes requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:

Used vehicles with a sale price of \$3,000, but less than \$5,000:

Provides Coverage for 30 days or 1,500 miles, whichever comes first.

Used vehicles with a sale price of \$5,000 or more:

Provides Coverage for 60 days or 3,000 miles, whichever comes first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Service Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Service Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty period has expired. You have been charged separately only for this Service Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in this Service Contract apply only to this Service Contract and are not the terms of the required Dealer warranty.

DISTRICT OF COLUMBIA

The Tire & Wheel Protection Program under the **OPTIONAL PLAN BENEFITS** provision is not available in the District of Columbia.

FLORIDA

If applicable, The Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchase in conjunction with the purchase of this Service Contract.

The following language is not applicable in Florida and is deleted in its entirety:

The Administrator (as defined under Definitions) is not a party to a guaranteed

price refund offered or made by the Dealer who sold You this Service Contract or by a third party in connection with this Service Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of Administrator.

In Florida We, Us and Our refers to The Advantage Warranty Corporation (Certificate of Authority number 60071), PO Box 770 Deerfield, IL 60015-0770.

Item #7. Transfer Rights, under **GENERAL PROVISIONS** is amended by revising the transfer fee to forty dollars (\$40).
In the **CANCELLATION OF YOUR SERVICE CONTRACT** provision, item #2, is deleted and replaced with the following:

We may cancel this Service Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel for one or more of the following reasons:

- a. Material misrepresentation or fraud at the time of sale of this Service Contract;
- b. You have failed to maintain Your Vehicle as prescribed by the manufacturer; or
- c. For nonpayment of this Service Contract total sales price by You, in which case the We shall provide You notice of cancellation by certified mail.

If We cancel, one hundred percent (100%) of the unearned pro rata Service Contract total sales price will be refunded reflecting the days in force based on the term of Service Contract and the date when Coverage began.

In the CANCELLATION OF YOUR SERVICE CONTRACT, item #4 is deleted and replaced with the following:

If this Service Contract is canceled by You within the first sixty (60) days and no claim has been filed, one hundred percent (100%) of the gross Service Contract total sales price paid will be refunded. If You cancel after sixty (60) days or if a claim has been filed, a pro rata refund reflecting the days in force based on the term of Service Contract and the date when Coverage began will be made. Refunds after sixty (60) days will be calculated less ten percent (10%) of the unearned Service Contract total sales price not to exceed fifty dollars (\$50.00).

GEORGIA

This Service Contract is between You and Protective Administrative Services, Inc.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced with the following:

This Service Contract is non-cancellable by Us except for fraud, material misrepresentation, or failure to pay the Service Contract total sales price. If We cancel this Service Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of premium written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #4 is deleted and replaced by the following:

If this Service Contract is canceled within the first sixty (60) days if Vehicle was purchased new or thirty (30) days if Vehicle was purchased pre-owned and no claim has been filed, the entire Service Contract total sales price paid will be refunded. After sixty (60) days for new or thirty (30) days for pre-owned, or if a claim has been filed, an amount of the unearned Service Contract total sales price will be refunded according to ninety percent (90%) of the pro-rata method reflecting the days in force based on the term of Service Contract and the date when Coverage began. If We cancel this Service Contract You will receive one hundred percent (100%) of the pro-rata refund.

Under the EXCLUSIONS provision, item P, is amended by deleting reference to engine sludge.

Under the EXCLUSIONS provision, item Q, is deleted and replaced with the following:
Mechanical Breakdown of any parts covered in this Service Contract if any hi-performance, competition or other non standard equipment has been installed in Your Vehicle, by You or with Your knowledge, or if any engine parts as supplied by the vehicle manufacturer have been disconnected or altered, by You or with Your knowledge, to increase performance.

Under the EXCLUSIONS provision, Item U, is deleted and replaced with the following:
Repair or replacement of a Covered Part(s) to correct conditions known to You that may reasonably be assumed to have existed at the inception date of the Coverage provided by this Service Contract.

HAWAII

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Hawaii.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced by the following:

We, at least five (5) days prior to cancellation, shall mail to You at the last known address, a written notice of cancellation that states the effective date of the cancellation. Prior notice of cancellation is not required if cancellation is for any of the following reasons:

- a) nonpayment of this Service Contract total sales price;
- b) a material misrepresentation by You to Us; or
- c) a substantial breach of duties by You under this Service Contract relating to Your Vehicle.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

IDAHO

The following is added to this Service Contract:

Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

The last sentence under the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

A service charge of the lesser of ten percent (10%) of this Service Contract total sales price or fifty dollars (\$50.00) will be deducted from all refunds after sixty (60) days for new vehicles and thirty (30) days for pre-owned vehicles.

INDIANA

The following disclosure is added to this Service Contract:

Your proof of payment to the Dealer or to Us for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You, provided such insurance was in effect at the time You purchased this Service Contract.

IOWA

MOTORCYCLES/ATV SERVICE CONTRACTS ONLY

The following is added to this Service Contract:

For Iowa residents only, if You have any questions regarding this Service Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, IA 50319.

The following is added to Item #1, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If You cancel this Service Contract, We will mail You a written notice of termination within fifteen (15) days of the termination.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within thirty (30) days after the return of this Service Contract to Us.

KANSAS

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Kansas.

The Emergency Roadside Assistance Upgrades Program under the ADDITIONAL PLAN BENEFITS provision is not available in Kansas.

KENTUCKY

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Kentucky.

The following coverages are not available in Kentucky and are deleted from **Emergency Roadside Assistance** under the ADDITIONAL PLAN BENEFITS provision:

- b) Battery Service/Jump Start
- c) Flat Tire Assistance
- d) Gasoline, Oil, Fluid & Water Delivery Service
- e) Lock-Out Assistance

The following is added to item a) **Towing Assistance** in the **Emergency Roadside Assistance** section under the ADDITIONAL PLAN BENEFITS provision:

Towing is only available if the benefit is directly related to the Mechanical Breakdown.

LOUISIANA

Item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision is amended by deleting the last sentence and replacing it with the following:

A service charge of twenty-five dollars (\$25) or ten percent (10%) of this Service Contract total sales price, whichever is less, will be deducted from all refunds after sixty (60) days for new and thirty (30) days for Pre-owned.

MARYLAND

The CANCELLATION OF YOUR SERVICE CONTRACT provision is amended by adding the following:

A ten percent (10%) penalty will be added to any refund that is not paid or credited within forty-five (45) days.

MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS SERVICE CONTRACT.

Under OPTIONAL TIRE & WHEEL PROTECTION PROGRAM, the following language is added: Tire & Wheel Protection Program does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

Item #7. Transfer Rights, under GENERAL PROVISIONS is amended by deleting the fifty dollar (\$50.00) transfer fee. A transfer fee will not be charged in Massachusetts.

Item #2. under the CANCELLATION OF YOUR SERVICE CONTRACT provision is amended by adding the following:

Provide a copy of this Service Contract to the Dealer and /or this Service Contract number if possible.

The CANCELLATION OF YOUR SERVICE CONTRACT provision is amended by deleting the fifty dollar (\$50.00) service charge. A service charge will not be charged in Massachusetts.

Item K, under the EXCLUSIONS provision, is deleted and replaced with the following:

Damage caused by loss of oil, lubricant or coolant, unless loss of oil lubricant or coolant is caused by failure of a Covered Part(s).

MICHIGAN

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Michigan.

MINNESOTA

Under CANCELLATION OF YOUR SERVICE CONTRACT, the following is added:

A ten percent (10%) penalty will be added to any refund that is not paid or credited within forty-five (45) days after the return of this Service Contract to Us.

If We cancel this Service Contract, We will mail a written notice of cancellation to Your last known address at least fifteen (15) days prior to the effective date of cancellation. The notice will state the reason and effective date of cancellation. A five (5) day notice of cancellation is required if this Service Contract is canceled for nonpayment of this Service Contract total sales price, a material misrepresentation or a substantial breach of duties by You relating to Your Vehicle or its use.

MISSISSIPPI

Under GENERAL PROVISIONS, item #9, Arbitration is deleted in its entirety and replaced with the following:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS SERVICE CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS SERVICE CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS SERVICE CONTRACT, SHALL BE RESOLVED

BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY THE ADMINISTRATOR; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU, THE ADMINISTRATOR OR ANY AGENT OF THE ADMINISTRATOR HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND THE ADMINISTRATOR CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE ADMINISTRATOR. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

- A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS SERVICE CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.
 - B. THE ARBITRATION SHALL TAKE PLACE WITHIN 60 DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.
 - C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.
 - D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.
 - E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.
 - F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS SERVICE CONTRACT.
- IF THIS SERVICE CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

MISSOURI

Under CANCELLATION OF YOUR SERVICE CONTRACT, the following is added to item #4:

A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this Service Contract.

The INSURANCE COMPANY provision is deleted and replaced with the following: Our obligations under this Service Contract are guaranteed under a service contract reimbursement insurance policy. If We fail to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against **Lyndon Property Insurance Company**, 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

MONTANA

Under CANCELLATION OF YOUR SERVICE CONTRACT, the following is added to item #4:

We will mail You a written notice to Your last known address contained in Our records a least five (5) days prior to the cancellation by Us.

Prior notice is not required if the reason for cancellation is for:

- a. non-payment of this Service Contract price,
- b. a material misrepresentaion by You to Us; or
- c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

The INSURANCE COMPANY provision is deleted and replaced with the following: Our obligations under this Service Contract are guaranteed under a service contract reimbursement insurance policy. If We fail to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against **Lyndon Property Insurance Company**, 14755 N. Outer Forty Rd., Ste. 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

NEBRASKA

THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY. HOWEVER, OUR OBLIGATIONS ARE COVERED UNDER A SERVICE CONTRACT REIMBURSEMENT POLICY ISSUED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 NORTH OUTER FORTY ROAD, ST. LOUIS, MO. 63017. 1(800) 950-6060.

Notice- only motor vehicles as defined under Nebraska revised statute § 60339 are regulated by Nebraska Department of Insurance.

NEVADA

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced by the following:

We may cancel this Service Contract within the first seventy (70) days for any reason. After this Service Contract has been in effect for seventy (70) days, We may only cancel for one or more of the following reasons:

- a) Failure by You to pay an amount when due.
- b) Conviction of You of a crime which results in an increase in the service required under this Service Contract.
- c) Discovery of fraud or material misrepresentation by You in obtaining this Service

Contract, or in presenting a claim for service hereunder;

- d) Discovery of an act or omission by You or a violation by You of any condition of this Service Contract, which occurred after the effective date of this Service Contract and which substantially and materially increases the service required under this Service Contract.
- e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Service Contract was issued or sold.

If We cancel this Service Contract, We will mail a written notice of cancellation to You at the last known address before the fifteenth (15th) day preceding the effective date of cancellation. A service charge will not be charged if We cancel.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

NEW HAMPSHIRE

Under OPTIONAL TIRE & WHEEL PROTECTION PROGRAM, the following language is added: Tire & Wheel Protection Program does not cover a property and casualty related loss, such as a loss die to theft, vandalism or collision.

The following language is added to the INSURANCE COMPANY provision:

In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO

Under CANCELLATION OF YOUR SERVICE CONTRACT provision, item #4, is amended by deleting the fifty dollar (\$50.00) service charge.

item #7. Transfer Rights, under the GENERAL PROVISIONS is amended by deleted the fifty dollar (\$50.00) transfer fee.

NEW YORK

The following is added to this Sevice Contract:

Section 198-b of the New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at time of sale:

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale:

Provides Coverage for 60 days or 3,000 miles, whichever comes first.

Used vehicles with more than 80,000 miles or more, but not more than 100,000 miles at the time of sale:

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Service Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Service Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty period has expired. You have been charged separately only for this Service Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in this Service Contract apply only to this Service Contract and are not the terms of the required Dealer warranty.

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If We cancel this Service Contract, We will mail a written notice of cancellation to Your last known address at least fifteen (15) days prior to the effective date of cancellation. The notice will state the reason and effective date of cancellation. Prior written notice of cancellation is not required if this Service Contract is canceled for nonpayment of this Service Contract total sales price, a material misrepresentation, or a substantial breach of duties by You relating to Your Vehicle or its use.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Service Contract to Us.

NORTH CAROLINA

The last paragraph under the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

A service charge of the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount of pro rata refund will be deducted from all refunds after sixty (60) days for new and thirty (30) days pre-owned.

OHIO

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Ohio.

OKLAHOMA

The following is added this Service Contract:

This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.

Item #4, of the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

If this Service Contract is canceled within the first sixty (60) days if Vehicle was purchased new or thirty (30) days if Vehicle was purchased pre-owned and no claims have been authorized or paid, the entire Service Contract price paid will be refunded. If you cancel this Service Contract after the first sixty (60) days for new or thirty (30) days for pre-owned or a claim has been filed, the refund will be the amount of this Service Contract total sales price according to one hundred percent (100%) of the pro rata method (if this Service Contract is cancelled by You, ninety percent (90%) of the pro rata method) reflecting the days in force based on the term of this Service Contract and the date when Coverage began.

PENNSYLVANIA

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in Pennsylvania.

SOUTH CAROLINA

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If We cancel this Service Contract, We shall mail a written notice to You at Your last

known address at least fifteen (15) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of this Service Contract total sales price, a material misrepresentation by You to Us or a substantial breach of duties by You relating to Your Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

The following language is added to this Service Contract:

In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

SOUTH DAKOTA

The Tire & Wheel Protection Program under the OPTIONAL PLAN BENEFITS provision is not available in South Dakota.

TEXAS

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of this Service Contract Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision: On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us. You may apply for reimbursement directly to Lyndon Property Insurance Company if a refund or credit is not paid before the 46th day after the date on which this Service Contract is returned to Us.

The INSURANCE COMPANY provision is deleted and replaced with the following:

Our obligations as pertains to this Service Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to **Lyndon Property Insurance Company**, 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017, toll free (800)-950-6060, if a covered claim is not paid to You within 60 days after the date of proof of loss.

UTAH

The following is added to item #6, of the OBTAINING SERVICE CONTRACT COVERAGE provision:

Failure to provide necessary documentation within thirty (30) days does not invalidate a claim if You show it was not reasonably possible to provide such documentation within thirty (30) days.

Item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted and replaced with the following:

We may cancel this Service Contract within the first sixty (60) days for any reason. If this Service Contract has been in effect for more than sixty (60) days, We may cancel this Service Contract only for one or more of the following reasons:

- a. nonpayment of this Service Contract Price;
- b. material misrepresentation;
- c. a substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering this Service Contract; or
- d. substantial breaches of contractual duties, conditions or warranties.

We will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for nonpayment of this Service Contract Price) before this Service Contract is canceled. Such cancellation notice will be delivered or mailed by first class mail.

The following language is added to item A, under the EXCLUSIONS provision:

Should a Mechanical Breakdown occur after normal business hours and is an emergency essential to public health, safety or welfare, You may proceed with repairs. But, payment will be made in accordance with this Service Contract.

The following is added to this Service Contract:

You may include the Service Contract Price with the financing of the Vehicle, or pay the entire amount of this Service Contract separately.

The following disclosure is has been added to this Service Contract: This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

VERMONT

The following is added to the OBTAINING SERVICE CONTRACT COVERAGE provision:

Only in the event of an emergency situation essential to public health, safety or welfare, and the Administrator cannot be reached, proceed with repairs. But, payment will be made in accordance with this Service Contract.

In the CANCELLATION OF YOUR SERVICE CONTRACT provision, item #2, is deleted and replaced by the following:

We may cancel this Service Contract within the first sixty (60) days for any reason. If this Service Contract has been in effect for more than sixty (60) days, We may cancel this Service Contract only for one or more of the following reasons:

1. Nonpayment of this Service Contract total sales price;
2. Material misrepresentation;
3. A substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering this Service Contract; or
4. Substantial breaches of contractual duties, conditions or warranties under this Service Contract.

If this Service Contract has been in effect for more than 60 days, We will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for nonpayment of Service Contract total sales price) before this Service Contract is canceled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of this Service Contract total sales price, notice shall be by certified mail or certificate of mailing.

Item R, under the EXCLUSIONS provision is revised as follows:

Loss of time, expense, storage charges, loss of use of Your Vehicle, loss of profits, loss of income, loss or damage or injury to persons or property resulting from failure of the above listed parts of Your Vehicle.

WISCONSIN

The following is added to this Service Contract:

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. GUARANTEED PRICE REFUND PROGRAMS ARE NOT PERMITTED IN WISCONSIN.

The following is added to the OBTAINING SERVICE CONTRACT COVERAGE provision:

Only in the event of an emergency situation essential to public health, safety or welfare, and the Administrator cannot be reached, proceed with repairs. But, payment will be made in accordance with this Service Contract.

The following is added to the OBTAINING SERVICE CONTRACT COVERAGE provision and Item A, under the EXCLUSIONS provision:

If You submit a claim within one (1) year of a covered Mechanical Breakdown and You can prove Your claim, We may not deny the claim solely on the basis that preauthorization was not given.

The following is added to item #6. Our Right To Recovery, under GENERAL PROVISIONS:

We shall recover only the excess after You are fully compensated for Your loss.

Item A, under the EXCLUSIONS provision is deleted and replaced with the following: Repairs or replacements that did not have prior specific authorization by the Administrator only if We are prejudiced by Your failure to obtain prior authorization.

WYOMING

The following is added to the INSURANCE COMPANY provision:

Our obligations under this Service Contract are backed by Our Full, Faith and Credit.

The following is added to the VEHICLE SERVICE CONTRACT REGISTRATION PAGE, the term Reasonable Cost in the DEFINITIONS provision, the first paragraph and item #2, Failure Of Covered Part(s) under the GENERAL PROVISIONS:

Replacement of Covered Part(s) may also be made with non-original manufacturer's parts.

The following is added to item #2, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the Service Contract price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Item #3, in the CANCELLATION OF YOUR SERVICE CONTRACT provision is deleted in its entirety.

The following is added to item #4, in the CANCELLATION OF YOUR SERVICE CONTRACT provision:

On cancellation requests within the first sixty (60) days for new and thirty (30) days for pre-owned, provided no claim has been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us.

MAINTENANCE SCHEDULE

[illegible]

MAINTENANCE SCHEDULE

[illegible]